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 WESTERN DISTRICT OF WASHINGTON DEPUTY
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IN THE UNITED STATES DISTRICT COURT
 FOR THE WESTERN DISTRICT OF WASHINGTON
 AT SEATTLE

FRED and KATHLEEN STARK, a married
 couple,

Plaintiffs,

vs.

THE SEATTLE SEAHAWKS,
 FOOTBALL NORTHWEST, LLC, a
 Washington limited liability company,
 FIRST & GOAL, INC., a Washington
 corporation, THE WASHINGTON STATE
 PUBLIC STADIUM AUTHORITY, a
 Washington municipal corporation, and
 LORRAINE HINE, in her capacity as chair
 of the Washington State Public Stadium
 Authority board of directors,

Defendants

Case No. **CV6 1719** JLR

DECLARATION OF CHRISTOPHER
 WION



06-CV-01719-DECL

I, Christopher Wion, swear under penalty of perjury under the laws of the State of
 Washington, to the following:

DECLARATION OF CHRISTOPHER WION - 1

ORIGINAL

LAW OFFICES
 DANIELSON HARRIGAN LEYH & TOLLEFSON LLP
 999 THIRD AVENUE, SUITE 4400
 SEATTLE, WASHINGTON 98104
 TEL. (206) 623-1700 FAX. (206) 623-8717

1 I am one of the attorneys representing Plaintiffs Fred and Kathleen Stark in the
2 above-captioned matter. I am over the age of 21 and competent to testify regarding the
3 following matters.

4 2. Attached hereto as Exhibit A is a true and correct copy of the Master Lease
5 between the Washington State Public Stadium Authority and First & Goal, Inc., dated
6 November 24, 1998.

7 DATED this 29th day of November, 2006 in Seattle, Washington.

8
9 
10 _____
CHRISTOPHER WION

EXHIBIT A

MASTER LEASE
between
WASHINGTON STATE PUBLIC STADIUM AUTHORITY,
a public corporation of the State of Washington
and
FIRST & GOAL INC.,
a Washington corporation
Dated: November 24, 1998

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MASTER LEASE

With Exhibits

71

72

73

MASTER LEASE EXHIBITS

- A. Project Site Description
 - 1 Defined Terms
 - 3.1 Phase I Parcel Legal Description
 - 4.1 Form of Confirmation of Commencement Date and Completion Date
 - 6.2 Possible Future Activities
 - 8.11 Form of Confirmation of PSA Office Space Designation
 - 11.1.2. Comparable Stadium Facilities, Comparable Exhibition Facilities, and Comparable Parking Facilities
 - 20.1.2 Permitted Exceptions
 - 26.14 Form of Memorandum of Lease

1 **MASTER LEASE**

2 **EFFECTIVE DATE:** November 24, 1998

3
4 **BETWEEN:** **WASHINGTON STATE PUBLIC STADIUM AUTHORITY,**
5 a Washington State public corporation
6 401 Second Avenue South, Suite 520
7 Seattle, WA 98104 ("PSA")

8
9 **AND:** **FIRST & GOAL INC.,**
10 a Washington corporation
11 110-110th Avenue N.E., Suite 550
12 Bellevue, WA 98004 ("FGI")

13
14 A. On April 26, 1997, the Legislature of the State of Washington adopted
15 Chapter 220, Laws of 1997. That legislation referred certain sections, specifically Sections 101
16 through 604, to a vote of the people of the State as Referendum Bill Number 48. At a special
17 election held on June 17, 1997, the people of the State approved Referendum Bill Number 48
18 and, as a result, the legislation became law effective July 17, 1997. That legislation is the "Act."
19 Certain sections of the Act have since been codified at RCW Chapter 36.102.

20 B. Pursuant to the Act, PSA was created and has acquired and owns the real
21 property described on attached Exhibit A (the "Project Site").

22 C. Pursuant to the Act, PSA and FGI have simultaneously entered into that
23 certain Development Agreement of even date herewith ("Development Agreement") pursuant to
24 which PSA as owner of the Project Site has engaged FGI as developer to develop a new state-of-
25 the-art stadium designed for National Football League football, Olympic events and World Cup
26 soccer, with a seating capacity of at least 67,000 permanent seats with space for 5,000 additional
27 temporary or permanent seats (for NFL football) (the "Stadium"); a new state-of-the-art
28 exhibition hall of at least 325,000 gross square feet of space (the "Exhibition Hall"); a new
29 parking structure to serve the Stadium and the Exhibition Hall (the "Parking Facility"); and
30 related improvements (the "Other Improvements").

1 D. Both the Stadium and the Parking Facility will contain space ("Swing
2 Space") which may be utilized either as part of the Stadium or the Parking Facility, respectively,
3 or as part of the Exhibition Hall.

4 E. The Stadium, the Exhibition Hall, the Parking Facility and the Other
5 Improvements are collectively the "Project Improvements," and individually each a "Project
6 Element."

7 F. The Project Site and the Project Improvements to be constructed thereon
8 are collectively the "Project."

9 G. The Project will be fully furnished and equipped for its intended uses and
10 operation, and available to deliver to FGI under this Master Lease in "turn-key" condition.

11 H. Football Northwest LLC ("FNW") owns the National Football League
12 team, the Seattle Seahawks ("Team"). FNW is under the control of Paul G. Allen ("Allen").
13 FGI is a corporation also under the control of Allen. Accordingly, FGI is a "team affiliate," as
14 that term is defined in Section 101(1) of the Act, because FGI and the Seattle Seahawks are
15 under common control.

16 I. This Master Lease (the "Lease") is entered into pursuant to PSA's
17 authority under Section 106(8) of the Act.

18 NOW, THEREFORE, in consideration of the mutual promises of the Parties set
19 forth in this Lease, the Parties agree as follows:

20

21 SECTION 1 DEFINED TERMS

22 Defined terms are capitalized words which are not capitalized as the first word in a
23 sentence. A defined term has the meaning given to it by the text when it is first used, or by the
24 definition given it in Exhibit 1, or by the definition given it in the Development Agreement, or
25 by the definition given it in the Stadium Use Agreement. If a defined term used in this Lease has
26 a different definition in any of the other Related Leases, its definition is controlled by this Lease
27 when the defined term is used in reference to this Lease.

28

1 SECTION 2 AGREEMENT TO LEASE

2 PSA hereby leases the Premises to FGI and FGI hereby leases the Premises from PSA on
3 the following terms and conditions.

4 2.1 Sole Master Tenant

5 FGI is the sole master tenant of the Premises. Without limitation, as sole master
6 tenant, FGI has the exclusive power and authority to possess, operate, use, sublease and enter
7 into use, license, concession and other agreements with respect to the Premises. Except to the
8 extent otherwise specifically provided for in this Lease, FGI shall have the right to retain all
9 revenues derived from the Premises, including without limitation revenues from (i) subleases and
10 use agreements, (ii) license and concession agreements, (iii) suite and seat licenses,
11 (iv) concessions, novelties, catering, parking, sponsorships, advertising, naming rights (subject to
12 Section 17.4 hereof), and (v) PSLs (except to the extent sold by PSA pursuant to the
13 Development Agreement).

14 2.2 Condition Precedent

15 This Lease shall not be effective until the Master Lease Guaranty has been
16 executed and delivered to PSA by a Person with a net worth in excess of one hundred million
17 dollars.

18
19 SECTION 3 PREMISES20 3.1 Phase I

21 From the Substantial Completion of Phase I, as defined in the Development
22 Agreement, ("Commencement Date") through the Substantial Completion of Phase II, as defined
23 in the Development Agreement, ("Completion Date"), the Premises shall consist of that portion
24 of the Project Site described in Exhibit 3.1 (the "Phase I Parcel"), and any Project Improvements
25 constructed on the Phase I Parcel, which are to include the Exhibition Hall and the Parking
26 Facility. As additional Project Improvements are constructed or completed on the Phase I Parcel,
27 those Project Improvements shall be owned by PSA and automatically become part of the
28 Phase I Parcel.

1 3.2 Phase II

2 *From the Completion Date until the end of the Term, the Premises shall consist of*
3 the Project, including the Project Site and the Project Improvements.

4 3.3 Reduction of Premises In Connection With Development: Purchase Option

5 The Parties acknowledge that development may occur in the North Parking Lot,
6 and/or upon and/or adjacent to the Parking Facilities, pursuant to rights set forth in the
7 Development Agreement and/or pursuant to that certain Property Contribution Agreement and/or
8 1998 Letter of Intent. In addition, FGI has the option to purchase a portion of the North Parking
9 Lot pursuant to the Development Agreement. In the event of any such development or purchase
10 (subject to Section 27 of the Development Agreement), the Premises, but not any of the Project
11 Improvements (other than portions of the Parking Facilities which may be removed and/or
12 reconstructed as part of such development) shall be reduced (in the case of a purchase) or
13 modified, and such modification shall be reflected in a reasonable adjustment to the description
14 of the Premises, which shall be attached to this Lease as a substitute Exhibit A.

15 3.4 Personal Property

16 The "Personal Property" consists of movable items of property, used in
17 connection with the operation of the Premises, which were part of the Project Improvements as
18 FF&E and any items of property which replace any of such original items. The Personal
19 Property also includes items of movable property purchased by FGI as part of FGI's obligations
20 under Section 11. The Personal Property is included in the Premises. The Personal Property also
21 includes contract rights such as warranties on the Project Improvements and its various
22 components.

23 3.5 Acceptance of Premises, Project Improvements

24 3.5.1 Upon the Commencement Date, FGI will accept the Phase I Parcel and the
25 Project Improvements located thereon, and upon the Completion Date, FGI will accept the
26 Phase II Parcel and the Project Improvements located thereon, respectively, "AS IS, WITH ALL
27 FAULTS."

28 3.5.2 PSA makes no representation or warranty regarding the condition of the
29 Project Site other than PSA's representations set forth in the Development Agreement and this

1 Lease. PSA shall have no liability to FGI on account of the condition of the Project Site other
2 than as may arise under the terms of the Development Agreement and this Lease.

3 3.5.3 PSA makes no representation or warranty whatsoever regarding the design
4 or construction of the Project, except to the extent Project improvements within the PSA Office
5 Space are constructed or altered pursuant to Section 8.11.6. FGI acknowledges that the Project
6 Improvements will be constructed by FGI (except to the extent Project improvements within the
7 PSA Office Space are constructed or altered pursuant to Section 8.11.6). FGI shall have no
8 claim whatsoever against PSA on account of (x) the design or construction of the Project except
9 to the extent Project improvements within the PSA Office Space are constructed or altered
10 pursuant to Section 8.11.6, or (y) the condition of the Project Improvements.

11 12 SECTION 4 TERM

13 The term of this Lease (the "Term") consists of the Initial Term, Extension Periods, if
14 any, and a Completion Term, if any.

15 4.1 Initial Term

16 The initial term ("Initial Term") of the Lease shall commence upon the
17 Commencement Date and, unless terminated pursuant to the provisions of this Lease, shall
18 terminate on the last day of the thirtieth (30th) complete Lease Year following the Completion
19 Date. The Commencement Date and the Completion Date shall each be confirmed by the Parties
20 in Exhibit 4.1, which shall be separately executed by the Parties. A "Lease Year" shall be the
21 calendar year.

22 4.2 Right to Extend. FGI shall have the right to extend the Initial Term for three (3)
23 successive periods of ten (10) years each (each an "Extension Period"), if exercised in
24 accordance with this section.

25 4.2.1 Each successive Extension Period shall be effective only if FGI gives
26 written notice of the exercise of the right to extend to PSA not later than eighteen (18) months
27 prior to the expiration of the Initial Term or the preceding Extension Period, as may be
28 applicable, and there does not exist an Event of Default under the Lease, either at the time the
29 notice to extend is given or at the commencement of the Extension Period in question. "Backup
30 marketing" expenses incurred in connection with the marketing of the Project to third parties and

1 finding new tenants and users shall only be considered Reasonable PSA Operating Expenses
2 during the last eighteen (18) months of the Term.

3 4.2.2 During each Extension Period, this Lease shall continue upon the same
4 terms and conditions as provided in this Lease, including the Rent as described in Section 5.1.2.

5 4.2.3 FGI may only exercise a right to extend if FNW has exercised its
6 comparable right to extend under the Stadium Use Agreement.

7 4.3 End of Term; Holdover

8 FGI may extend the Term for one Completion Term, if necessary, for the purpose
9 of enabling a professional sports team sublessee or user which uses the Stadium as its regular
10 home playing facility to complete a professional sports league season including playoffs. FGI
11 shall not hold over for any other purpose.

12 4.3.1 The "Completion Term" shall mean a period of time not exceeding twelve
13 (12) months which shall commence immediately at the end of the Initial Term or then current
14 Extension Period and shall end not later than sixty (60) days after the completion of the
15 sublessee's or user's playing season including playoffs. Any Completion Term shall be upon all
16 of the terms and conditions, including Rent, applicable under this Lease immediately prior to the
17 beginning of the Completion Term.

18 4.3.2 The Completion Term shall be effective only if: FGI gives written notice
19 of the exercise of the right to extend to PSA not later than one (1) year prior to the expiration of
20 the Term, there does not exist an Event of Default under the Lease, at the time the notice to
21 extend is given, and there does not exist an Event of Default under the Lease at the
22 commencement of the Completion Term.

23 4.4 Transition at End of Term

24 During the last Lease Year prior to the end of the Term (i.e., for which there are
25 no longer any Extension Periods with respect to which FGI has exercised or may exercise its
26 option), PSA and FGI shall use Reasonable Efforts to effect an orderly and efficient transition of
27 operations of the Exhibition Hall, the Parking Facilities, the Stadium and any Other
28 Improvements to PSA or PSA's designee(s). Within the last Lease Year of the Term, FGI may
29 not, without PSA's prior written consent, enter into any agreement which relates to the
30 operations of the Project which extends beyond the Term unless such agreement may be

terminated at the end of the Term without cost or obligation to PSA, including, but not limited to advance booking agreements, agreements with athletic teams, agreements with concessionaires, or agreements with suppliers or service providers. Costs incurred by PSA in connection with the transition or the possession, renovation, improvement, demolition, use, operation, sale or leasing of the Project after the Term are not Reasonable PSA Operating Expenses.

4.5 Turnover at End of Term

At the end of the Term, FGI will:

4.5.1 Turn over to PSA possession of the Premises, including all Project Improvements and Personal Property used in the operations of the Premises in the condition required by Section 11, normal wear and tear excepted;

4.5.2 Assign to PSA all agreements that exist and which are described in Section 4.4;

4.5.3 Turn over to PSA originals or copies of all books and records which pertain to the operations of the Premises during the immediately preceding five (5) years;

4.5.4 Assign to PSA any and all warranties that exist and which pertain to the Project Improvements; and

4.5.5 Terminate, in accordance with applicable law, all employees of FGI performing services exclusively in the operations of the Premises, and allow PSA to interview all such employees with respect to possible future employment by PSA or PSA's designee.

SECTION 5 RENT

5.1 Rent During the Term

The following provisions for the payment of Rent apply during the Initial Term, any Extension Periods, and any Completion Term. FGI shall pay rent ("Rent") as follows:

5.1.1 Rent Prior to Completion Date

From the Commencement Date until the Completion Date, FGI shall pay Rent to PSA in the amount of \$425,000 per year, Indexed from the Commencement Date.

5.1.2 Rent From and After the Completion Date

From and after the Completion Date, during each Lease Year FGI shall pay Rent to PSA equal to the sum of:

1 5.1.2.1 Eight Hundred Fifty Thousand Dollars (\$850,000) per year,
2 Indexed, ("Basic Rent"); plus

3 5.1.2.2 The amount, if any, by which the Reasonable PSA Operating
4 Expenses for that Lease Year exceed the Basic Rent (as provided in 5.1.3).

5 Basic Rent shall be Indexed as of the first day of the thirteenth complete calendar month
6 following the Completion Date, and on each anniversary thereafter during the Term. Indexing
7 may cause Basic Rent to increase or remain the same, but Basic Rent may not decrease.

8 5.1.3 Reasonable PSA Operating Expenses

9 5.1.3.1 PSA acknowledges that FGI has a legitimate interest in Reasonable
10 PSA Operating Expenses, but only to the extent Reasonable PSA Operating Expenses will cause
11 FGI to become obligated to pay Rent in excess of Basic Rent. "Reasonable PSA Operating
12 Expenses" mean those reasonable expenses associated with PSA operations, including the
13 employment of employees, agents, attorneys, and other contractors, and the operation of its
14 office facilities. Reasonable PSA Operating Expenses include only those reasonable operating
15 expenses reasonably related to Project as it exists as of the Completion Date. Reasonable PSA
16 Operating Expenses do not include any (i) operating expenses which are not reasonably related to
17 the Project as it exists as of the Completion Date, (ii) operating expenses related to any
18 development rights or Development Areas including those described in Section 27 of the
19 Development Agreement (which should be reimbursed through other express agreements), (iii)
20 non-operating costs such as capital and capitalized costs (except capital costs for office
21 furnishings, equipment and software which are included as Reasonable PSA Operating
22 Expenses), or (iv) other expenses which would not be a reasonable operating expense if PSA's
23 activities were limited to activities (x) which are reasonably required by the Act, Laws, this
24 Lease, or the Development Agreement, or (y) which are reasonably related to the Project as it
25 exists as of the Completion Date. To the extent reasonably practicable, Reasonable PSA
26 Operating Expenses will be incurred and structured in such a manner (considering such matters
27 as timing, payment terms, etc.) so as to not require FGI to pay Rent pursuant to Section 5.1.2.2 in
28 any Lease Year. Reasonable PSA Operating Expenses include annual loan debt service of up to
29 \$210,000 for up to fifteen (15) years ("Annual Loan Debt Service") as contemplated by the
30 Financing Plan between PSA and the State of Washington, provided that following Final

1 Completion the unexpended balance of PSA funds from the PSA Operating Account and the
2 PSA Project Account in excess of \$500,000, to be utilized to initially fund the Cash Reserve
3 described below, shall be used to pay down the loan balance.

4 5.1.3.2 PSA shall use Reasonable Efforts to deliver to FGI an annual
5 budget of the anticipated Reasonable PSA Operating Expenses for a Lease Year, not later than
6 sixty (60) days prior to the commencement of such Lease Year. The budget shall be binding
7 upon PSA except for any mathematical errors. If, after the Completion Date, PSA fails to deliver
8 a budget for a Lease Year by the date on which such Lease Year commences, FGI shall
9 temporarily pay Rent to PSA in the amount required under 5.1.2 above for the prior Lease Year.
10 When PSA does deliver a budget for such Lease Year, if the budgeted Reasonable PSA
11 Operating Expenses are greater than the Rent paid by FGI for such Lease Year, FGI shall pay
12 PSA the amount of the excess within thirty (30) days of receipt of the budget for the monthly
13 installments paid to that date, and the corrected amount in monthly installments thereafter.
14 Alternatively, when PSA does deliver a budget for such Lease Year, if the budgeted Reasonable
15 PSA Operating Expenses are less than the monthly Rent paid by FGI for such Lease Year, PSA
16 shall refund to FGI within thirty (30) days the lesser of (x) the amount paid by FGI as Rent for
17 such Lease Year in excess of Basic Rent, or (y) the difference between the monthly Rent paid by
18 FGI for such Lease Year and budgeted Reasonable PSA Operating Expenses for the same period
19 of time, in either case together with interest at the highest rate of interest earned by PSA on its
20 various interest bearing accounts and investments.

21 5.1.3.3 PSA shall use Reasonable Efforts to provide FGI with a summary
22 of the actual Reasonable PSA Operating Expenses for a Lease Year within sixty (60) days after
23 the end of such Lease Year. If the actual Reasonable PSA Operating Expenses for such Lease
24 Year are more than the Rent paid by FGI for such Lease Year, and additional Rent is due, subject
25 to reduction pursuant to Section 5.7.2.2, FGI shall pay such additional amount to PSA within
26 thirty (30) days of FGI's receipt of the summary of actual Operating Expenses. If FGI has paid
27 Rent for such Lease Year pursuant to Section 5.1.2.2 above and the actual Reasonable PSA
28 Operating Expenses for such Lease Year are less than the Rent paid by FGI for that Lease Year,
29 PSA shall refund to FGI within thirty (30) days the lesser of (x) the amount paid by FGI as Rent
30 for such Lease Year pursuant to Section 5.1.2.2 above, or (y) the difference between the Rent

1 paid by FGI and the actual Reasonable PSA Operating Expenses, in either case together with
2 interest at the highest rate of interest earned by PSA on its various interest bearing accounts and
3 investments .

4 5.1.3.4 At any time within thirty (30) days after FGI receives PSA's
5 statement of actual Reasonable PSA Operating Expenses, FGI may elect, by written notice to
6 PSA, to either review or audit PSA's books and records of the actual Reasonable PSA Operating
7 Expenses for that Lease Year. The review or audit shall occur at a mutually convenient time not
8 less than five (5) Business Days nor more than twenty (20) days after PSA's receipt of FGI's
9 notice. If the review or audit reveals a discrepancy in PSA's statement of actual Reasonable PSA
10 Operating Expenses, the Parties shall meet at a mutually convenient time within twenty (20) days
11 of FGI delivering the results of the review or audit to PSA. If the Parties are able to agree on the
12 actual Reasonable PSA Operating Expenses, the agreed amount shall become the "actual
13 Reasonable PSA Operating Expenses" for purposes of Section 5.1.3.3. If the Parties are unable
14 to agree on the actual Reasonable PSA Operating Expenses for that Lease Year, the matter will
15 be resolved pursuant to Dispute Resolution and the above payment adjustment provisions shall
16 apply, and such resolved amount shall become the "actual Reasonable PSA Operating Expenses"
17 for purposes of Section 5.1.3.3. In either case, if the actual Reasonable PSA Operating Expenses
18 is different than as provided to FGI pursuant to Section 5.1.3.3, then the Parties shall adjust the
19 Rent in accordance with Section 5.1.3.3.

20 5.2 Proration of Rent

21 If the Term commences or ends on other than the first day of a Lease Year, or if a
22 Rent change occurs on other than the first day of a Lease Year, or if there is an abatement of Rent
23 that commences or ends on other than the first day of a Lease Year, then Rent shall be prorated
24 for that Lease Year on a daily basis.

25 5.3 Timing of Rent Payments

26 Annual Rent shall be payable in twelve equal monthly installments. All payments
27 of Rent shall be due and payable, in advance, on the first day of each month during each Lease
28 Year during the Term.

1 5.4 Past Due Rent

2 5.4.1 Interest

3 Any Rent not paid when due shall bear interest as provided in
4 Section 26.25.

5 5.4.2 Late Charges

6 If FGI shall fail to make any payment of Rent when due as provided in this
7 Lease, then FGI shall pay a late charge of one percent (1%) of the amount past due, up to a
8 maximum late charge of \$500, Indexed every five (5) years, for processing of late payments, as
9 additional Rent within ten (10) Business Days of notice that such late charge is due.

10 5.5 Net Rent

11 Rent and other sums to be paid by FGI shall be payable in lawful money of the
12 United States of America. Rent payable by FGI shall be absolutely net to PSA, free from all
13 costs, expenses, charges and deductions to PSA and without any FGI claimed offset. All costs,
14 expenses, and obligations of every kind and nature whatsoever relating to the use, maintenance,
15 operation, repair, restoration and replacement of the Premises as provided herein shall be paid for
16 and performed by FGI.

17 5.6 Rent During Any Holdover Period

18 If FGI holds over beyond the last day of the Term, the Rent due commencing with
19 the end of the Term and for each month thereafter, shall be the monthly Rent (the Lease Year
20 Rent divided by 12) for the last full calendar month of the Term multiplied by the number of
21 months from the end of the Term until FGI surrenders the Premises to PSA as required by
22 Section 23. For example, if FGI holds over for three calendar months, the Rent for the first
23 holdover month shall be equal to the monthly Rent for the last calendar month of the Term,
24 multiplied by one (1), the Rent for the second holdover month shall be the monthly Rent for the
25 last calendar month of the Term multiplied by two (2), and the Rent for the third holdover month
26 shall be the monthly Rent for the last calendar month of the Term multiplied by three (3).

27 5.7 Operating Reserve

28 5.7.1 Operating Reserve

29 5.7.1.1 By January 1, 2003, PSA shall establish an operating reserve of \$2
30 Million ("Operating Reserve"), which shall be comprised of a cash reserve component ("Cash

1 Reserve") and a letter of credit reserve component ("L/C Reserve"). Initially the Cash Reserve
2 shall be \$500,000 and the L/C Reserve shall be \$1.5 Million.

3 5.7.1.2 The Operating Reserve may be utilized only to pay Reasonable
4 PSA Operating Expenses incurred during any Lease Year as and when they come due to the
5 extent Rent paid during that Lease Year-to-date is insufficient. To the extent the Operating
6 Reserve is utilized at all, PSA shall utilize and exhaust the Cash Reserve before utilizing the L/C
7 Reserve.

8 5.7.1.3 The Operating Reserve may not be utilized to fund any other
9 reserve, or to make any advance payments other than advance payments which are commercially
10 reasonable and customary.

11 5.7.1.4 Concurrently with PSA utilizing any part of the Cash Reserve or
12 L/C Reserve, but not as a condition precedent to such utilization, PSA shall present to FGI
13 documentation reasonably satisfactory to FGI in reasonable detail regarding the utilization of the
14 Operating Reserve, including without limitation the amount of funds utilized, the source of funds
15 utilized (i.e. Cash Reserve or L/C Reserve), the Reasonable PSA Operating Expenses for which
16 such funds were utilized, and an explanation that and why the Reasonable PSA Operating
17 Expenses for which such funds were utilized were not included or the amount was
18 underestimated in the annual budget described in Section 5.1.3.2.

19 5.7.1.5 At any time, FGI may object to the utilization of the Operating
20 Reserve based on a violation of this Section 5.7, for example by reason that funds were not
21 utilized entirely for Reasonable PSA Operating Expenses or that the Reasonable PSA Operating
22 Expenses for which the funds were utilized were contemplated in sufficient amount in the annual
23 budget described in Section 5.1.3.2. If FGI so objects, the substance of such objection may be
24 subject to Dispute Resolution. Any decision or award for FGI in Dispute Resolution on such
25 matter may be utilized by FGI as a credit against any Rent due under this Lease.

26 5.7.2 Reserve Restoration

27 If PSA has utilized the Operating Reserve during any Lease Year:

28 5.7.2.1 During that Lease Year, Rent payments in excess of Reasonable
29 PSA Operating Expenses shall be utilized first to repay to FGI the amount of any L/C Reserve

utilized during that Lease Year, and second to restore any amount of the Cash Reserve utilized during that Lease Year; and

5.7.2.2 Following that Lease Year, if any Rent is payable to PSA pursuant to Section 5.1.3.3, such Rent shall be reduced by the amount of the L/C Reserve utilized during that Lease Year but not yet repaid to FGI pursuant to Section 5.7.2.1, and the net Rent paid pursuant to Section 5.1.3.3 shall be utilized to fully restore the Cash Reserve utilized during that Lease Year to the amount of its original level as of the beginning of the Lease Year, and any excess shall be utilized to pay any then unpaid Reasonable PSA Operating Expenses for that Lease Year.

5.7.3 Cash Reserve

Interest and other earnings on the Cash Reserve shall become part of and increase the Cash Reserve and Operating Reserve.

5.7.4 L/C Reserve

5.7.4.1 FGI shall provide PSA with a standby letter of credit in the amount of the L/C Reserve (the "Reserve Letter of Credit"). The Reserve Letter of Credit shall be issued by a financial institution reasonably acceptable to PSA, and may be drawn upon by PSA upon presentation of a "sight draft" in reasonable mutually agreed form.

5.7.4.2 The Reserve Letter of Credit shall be replaced annually by a new Reserve Letter of Credit in the amount of the L/C Reserve so that at all times during the remaining Term, PSA holds a Reserve Letter of Credit which is in full force and effect. To the extent PSA draws against the Reserve Letter of Credit in any Lease Year, then the amount of credit available to PSA under that Reserve Letter of Credit shall be reduced and not restored until the Reserve Letter of Credit is replaced for the subsequent Lease Year. PSA may draw on the Reserve Letter of Credit if FGI has not provided PSA with a replacement Reserve Letter of Credit at least five (5) days prior to expiration of the then-existing Reserve Letter of Credit.

5.7.4.3 All costs associated with the Reserve Letter of Credit, including without limitation all service charges, shall be paid by FGI but shall be deemed a Reasonable PSA Operating Expense and shall be a credit against any Rent payable hereunder by FGI.

5.7.4.4 The amount of the Rent Letter of Credit described in Section 21.5 shall not affect the amount of the Reserve Letter of Credit.

1 5.7.5 Adjustment of Amount of Cash Reserve and L/C Reserve

2 At the Option of PSA, the original amount of the Cash Reserve may be
3 increased and the amount of the L/C Reserve will be simultaneously decreased by the dollar
4 amount by which the Annual Loan Debt Service is less than \$210,000 on the date the Operating
5 Reserve is established.

6 SECTION 6 OTHER STATUTORILY MANDATED PAYMENT OBLIGATIONS OF FGI

7 6.1 Share of Profits from Operation of Exhibition Hall

8 6.1.1 Definitions

9 For purposes of this Section 6.1, the following terms have the following
10 meanings.

11 6.1.1.1 "Exhibition Hall Net Profits" means Exhibition Hall Revenues less
12 Exhibition Hall Expenses, during each Lease Year during the Term.

13 6.1.1.2 "Exhibition Hall Revenues" means gross revenues received by FGI
14 or any Affiliate of FGI in connection with Exhibition Hall Events. Exhibition Hall revenues
15 include gross fees, rentals and payments of any kind or nature whatsoever (except as provided
16 herein) paid to FGI or any Affiliate of FGI in connection with the Exhibition Hall (including any
17 Swing Space utilized in connection with the Exhibition Hall) for Exhibition Hall Events,
18 including, without limitation: (i) space rental or occupancy fees; (ii) advertising fees; (iii) use
19 fees; (iv) license fees; (v) concession fees; (vi) signage fees; (vii) services charges; (viii) the sales
20 price of all merchandise (including food and beverage) sold in connection with Exhibition Hall
21 Events; (ix) charges to users of the Exhibition Hall for the right to use portions or all of the
22 Stadium, portions or all of the Parking Facilities for a non-parking use, or portions or all of the
23 North Parking Lot for a non-parking use, in connection with an Exhibition Hall Event;
24 (x) Exhibition Hall Parking Revenue; and (xi) the value of goods or services in lieu of cash for
25 any for the foregoing (i) through (x). Exhibition Hall Revenues do not include: (i) any revenues
26 associated with any events at the Project which are not Exhibition Hall Events; (ii) any sales
27 proceeds of Exhibition Hall Naming Rights or Parking Facilities Naming Rights; or (iii) any
28 admissions, parking, sales, gross receipts, compensating taxes or other retail excise taxes which
29 are imposed by any duly constituted Governmental Authority on sales and which are collected
30 and paid by FGI or any Affiliate of FGI to such Governmental Authority.

1 6.1.1.3 "Exhibition Hall Expenses" means those direct and indirect
2 expenses reasonably incurred by FGI in connection with the operation of the Exhibition Hall,
3 including Swing Spaces and other facilities used in connection with Exhibition Hall Events, and
4 the performance of each of FGI's obligations under this Lease as they relate to such facilities.
5 Exhibition Hall Expenses include, without limitation: (i) Rent payable pursuant to Section 5.1.1
6 through the Completion Date, and, after the Completion Date a percentage of the Rent payable
7 pursuant to Section 5.1.2 computed in accordance with Section 6.1.1.7; (ii) the cost of
8 Maintenance and Modernization of the Exhibition Hall (except to the extent paid from the
9 Capital Improvements Account or the Naming Rights Account), with the cost of Major
10 Maintenance and Modernization being amortized in accordance with reasonable accounting
11 principles; (iii) the cost of Utilities related to the Exhibition Hall; (iv) the cost of Insurance and
12 self-insurance (up to the amount of the premium charged by any third-party insurer for
13 equivalent coverage) related to the Exhibition Hall; (v) the cost of Impositions related to the
14 Exhibition Hall; (vi) Exhibition Hall Parking Expenses; (vii) the cost of goods and services
15 related to Exhibition Hall Revenues; and (viii) FGI's reasonably allocated reasonable direct and
16 indirect administrative and overhead expenses associated with the operation of the Exhibition
17 Hall. Exhibition Hall Expenses do not include: (i) expenses that are reimbursed to FGI,
18 including, without limitation, expenses reimbursed by insurance proceeds, or expenses
19 reimbursed to FGI pursuant to any sublease, license agreement or occupancy agreement of any
20 kind or pursuant to any service agreement pertaining to the operation, maintenance or repair of
21 the Exhibition Hall, provided that such reimbursements are not accounted for as Exhibition Hall
22 Revenues; (ii) any Major Maintenance or Modernization to the extent paid from the Capital
23 Improvements Account or the Naming Rights Account; (iii) costs incurred because of the breach
24 of this Lease by FGI; (iv) amounts paid to persons or entities related to FGI in excess of the fair
25 market value of services or materials provided in exchange therefor; (v) amounts payable under
26 or in connection with any FGI mortgage, deed of trust, security agreement, or other financing or
27 refinancing arrangements; (vi) costs of sculpture, paintings, or other objects of art acquired and
28 owned by FGI, except to the extent FGI has obtained PSA's prior written approval of the cost
29 thereof; (vii) cost of repairing any defective construction work or latent defects in the Exhibition
30 Hall, or the repair or replacement of any materials or equipment in connection with such defects;

1 (viii) any damages resulting from the negligence of or violation of any Laws by any FGI
 2 executive officer to the extent not covered by insurance or self-insurance; (ix) rental charges for
 3 the use of portions of the Swing Space or the Stadium for Exhibition Hall Events; and (x) any
 4 amortization of the initial capital cost of any Project Improvement incurred pursuant to the
 5 Development Agreement.

6 6.1.1.4 "Exhibition Hall Events" means events which are primarily located
 7 and centered in the Exhibition Hall, even if there is some ancillary use of other parts of the
 8 Project, and includes "flat shows" such as the Home Show, Car Show and Boat Show.
 9 Exhibition Hall Events do not include pre-, intermission- and post-functions related to primarily
 10 Stadium events, or uses ancillary to primarily Stadium events. Stadium events include, without
 11 limitation, football games, soccer games, concerts and other entertainment events held in the
 12 Stadium bowl.

13 6.1.1.5 "Exhibition Hall Parking Revenues" are ninety-one percent (91%)
 14 of the parking revenues generated in connection with Exhibition Hall Events (based on FGI's
 15 good faith estimates, subject to the approval of PSA), computed exclusive of parking and other
 16 taxes, for twenty (20) years from the Completion Date, and one hundred percent (100%) of the
 17 parking revenues thereafter.

18 6.1.1.6 "Exhibition Hall Parking Expenses" are the expenses incurred in
 19 connection with the operation of the Parking Facilities for Exhibition Hall Events, including for
 20 any parking management contractor, and is calculated by multiplying the total operating cost of
 21 the Parking Facilities, by a fraction, the numerator of which is the number of parkers estimated
 22 for Exhibition Hall Events (and utilized in computation of Exhibition Hall Parking Revenues)
 23 and the denominator of which is the total number of parkers in the Parking Facilities, during the
 24 period of the computation.

25 6.1.1.7 The percentage of Rent paid pursuant to Section 5.1.2 which is an
 26 Exhibition Hall Expense shall be a reasonable allocation of total Rent as determined by FGI,
 27 subject to the approval of PSA.

28 6.1.2 Percentage Rent

29 From the Commencement Date and thereafter during the Term, FGI shall
 30 pay PSA, as additional Rent, twenty percent (20%) of Exhibition Hall Net Profits ("Percentage

1 Rent"). FGI shall pay Percentage Rent to PSA annually in arrears on or before the one hundred
2 eightieth (180th) day of each Lease Year for the immediately preceding Lease Year. All funds
3 received by PSA pursuant to this Section 6.1. shall be deposited into the permanent common
4 school fund as required by Section 210(2)(b)(ix) of the Act.

5 6.1.3 Annual Exhibition Center Operating Expense Budget

6 At least sixty (60) days prior to the beginning of each Lease Year, FGI
7 shall submit to PSA its budget for Exhibition Center operations for that Lease Year, for PSA's
8 review and comment.

9 6.1.4 Booking Policies

10 Prior to the Commencement Date, FGI shall provide to PSA, for its review
11 and comment, the "booking policies" which FGI proposes to follow in the booking of the
12 Exhibition Hall, and thereafter FGI shall provide to PSA, for its review and comment, any
13 changes or modifications to such booking policies which FGI proposes as they arise.

14 6.1.5 Reporting Period

15 FGI shall submit to PSA, on or before the forty-fifth (45th) day of each
16 calendar quarter for the immediately preceding calendar quarter, a written statement signed by
17 FGI, and certified by its chief financial officer to be true and correct, showing in detail the
18 amount of Exhibition Hall Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits,
19 as of the end of the preceding calendar quarter. In addition to FGI's quarterly report of
20 Exhibition Hall Net Profits, FGI shall submit to PSA an annual audited report of Exhibition Hall
21 Revenues, Exhibition Hall Expenses, and Exhibition Hall Net Profits, not later than one hundred
22 eighty (180) days following the end of each Lease Year, showing Exhibition Hall Revenues,
23 Exhibition Hall Expenses, and Exhibition Hall Net Profits as of the end of such Lease Year.
24 Each such report shall be certified as accurate by the chief financial officer of FGI and each such
25 annual report and final report shall be accompanied by a certificate of an independent certified
26 public accountant reasonably satisfactory to PSA that such report has been prepared in
27 accordance with generally accepted accounting principles ("GAAP") consistently applied except
28 as so noted and accurately states the Exhibition Hall Revenues, Exhibition Hall Expenses, and
29 Exhibition Hall Net Profits for the period of such report. The format and detail of the above
30 reports shall be subject to the approval of PSA.

1 6.1.6 Books and Records

2 All Exhibition Hall Revenues and Exhibition Hall Expenses shall be
3 recorded on a daily basis in accordance with GAAP except as so noted and in a manner
4 reasonably satisfactory to PSA. FGI shall keep and maintain in the Premises, or in its home
5 office (provided PSA shall have been notified in writing of the address at which the books and
6 records are being maintained), full and accurate books of account and records from which
7 Exhibition Hall Revenues and Exhibition Hall Expenses can be determined. Such records shall
8 be preserved for at least thirty-six (36) months after the end of the period in question.

9 6.1.7 Inspection and Audit

10 For one hundred twenty (120) days after receipt of FGI's audited annual
11 Exhibition Hall Net Profits report, PSA shall have the right during regular business hours to
12 inspect and audit all books, electronic records, papers and files of FGI relating to Exhibition Hall
13 Net Profits and FGI shall make the same available to PSA upon at least five (5) Business Days
14 prior written request. If during that 120-day period, PSA contends that any error exists with
15 respect to FGI's annual Exhibition Hall Net Profits report, then FGI's books, electronic records,
16 papers, and files for such annual Exhibition Hall Net Profits report shall be kept and maintained
17 by FGI until PSA's contention has been finally determined, even if longer than the thirty-six (36)
18 month period provided for above. If any audit shows that the amount of annual Exhibition Hall
19 Net Profits on FGI's annual Exhibition Hall Net Profits report was understated by more than the
20 greater of (x) \$10,000, or (y) two percent (2%), then FGI shall pay PSA the understated amount
21 of annual Percentage Rent within five (5) Business Days and the cost of the audit and
22 investigation as additional Rent. If the audit reveals that the amount of annual Exhibition Hall
23 Net Profits on FGI's annual Exhibition Hall Net Profits report was not understated by more than
24 the greater of (x) \$10,000, or (y) two percent (2%), then PSA shall pay the cost of the audit,
25 which shall not be a Reasonable PSA Operating Expense. If any annual Exhibition Hall Net
26 Profits report understates the amount of Exhibition Hall Net Profits, FGI shall pay the amount of
27 the understatement together with Economic Interest from the date originally due.

28 6.2 Share of Revenues from Other Sources

29 If FGI derives gross revenue from the use of the Project from sources or activities
30 other than those described in this Lease and in Exhibit 6.2 hereof, then PSA reserves the right to

1 discuss with FGI profit sharing from such sources or activities, bearing in mind that there is
2 already profit sharing from Exhibition Hall Events pursuant to Section 6.1 above. Such
3 reservation does not imply that PSA has any right to share in such profits beyond the profit
4 sharing of Section 6.1 unless and until PSA and FGI mutually agree to a specific profit sharing
5 plan in their sole discretion.

6 6.3 Net Profits from Olympic Games and/or World Cup Soccer

7 To the extent any activities pertaining to the Olympic Games or World Cup
8 Soccer take place at the Project, all gross revenues derived from any such activities in excess of
9 FGI's actual cost of preparing, operating and restoring the Project in connection with such
10 activities shall be paid to PSA promptly following such activities. FGI shall provide reports to
11 PSA regarding the revenues received and the expenses incurred by FGI in connection with such
12 activities and shall maintain books and records with respect to such revenues and expenses and
13 PSA shall be entitled to inspect and audit such books and records, all in the same manner as FGI
14 is obligated to provide reports and to maintain books and records with respect to Percentage
15 Rent. All funds received by PSA pursuant to this Section 6.3 shall be deposited into a tourism
16 development and promotion account established pursuant to RCW 43.330, as such statute may be
17 from time-to-time amended, modified, supplemented, re-codified or replaced, as required by
18 Section 106(10) of the Act.

19
20 SECTION 7 USE OF THE PREMISES

21 7.1 Permitted Use of Premises

22 The Premises shall be used by FGI for the purpose of operating and maintaining
23 the Stadium, the Exhibition Hall, the Parking Facilities, and the Other Improvements. FGI may
24 use the Premises for any lawful purpose or event for which the Premises is (or can be reasonably
25 made) suitable, including without limitation sporting and other similar events, competitions,
26 ceremonies, conventions, meetings, assemblies, consumer shows, trade shows, concerts, plays,
27 musicals, recitals, performances, audience participation events, and similar types of
28 entertainment, social and business functions, music, movie and television production,
29 broadcasting or transmitting in television, radio, internet and other media, educational and
30 scientific activities, religious activities, political activities, concessions, restaurants and lounges,

1 parties and celebrations, circuses, carnivals, related concessions, ancillary office and retail uses,
2 parking and all ancillary uses necessary or convenient in connection with the above described
3 uses. FGI may use the Premises only for the uses and activities allowed in this Section 7.1 and
4 for no other uses or activities unless FGI obtains PSA's prior written consent. FGI shall not use
5 or allow the use of the Premises or any part thereof for any unlawful purpose or in violation of
6 any certificate of occupancy, any certificate of compliance or any Law. FGI shall not permit
7 waste of the Premises or permit any act to be done or any condition to exist on the Premises or
8 any part of the Premises which may be hazardous, which may constitute a nuisance, or which
9 may void or make voidable any policy of insurance in force with respect to the Premises.

10 7.2 Standard of Operations, Continuous Operations

11 7.2.1 Standard of Operations

12 From and after the Commencement Date and thereafter throughout the
13 Term, FGI shall occupy and continuously conduct business in the Exhibition Hall and the
14 Parking Facilities in a "First-Class Manner," which means a commercially reasonable manner
15 consistent with the average manner in which business is conducted in the Comparable Exhibition
16 Facilities and Comparable Parking Facilities identified in Section 11.1.2. From and after the
17 Completion Date and thereafter through the Term, FGI shall occupy and continuously conduct
18 business in the Stadium in a "First-Class Manner," which means in a commercially reasonable
19 manner consistent with the average manner in which business is conducted in the comparable
20 stadium facilities identified in Section 11.1.2.

21 7.2.2 Continuous Operations

22 FGI may interrupt the continuous operations of the Premises required by
23 this Section 7.2 only in the event FGI is forced to do so on account of a casualty loss, required
24 maintenance, or Force Majeure, and then only to the extent such an event actually requires an
25 interruption of continuous operations.

26 7.3 Hazardous Substances

27 7.3.1 FGI shall remediate any Hazardous Substances located on the Project Site
28 as of the Commencement Date to the extent required by applicable Governmental Authority, and
29 in accordance with the Development Agreement.

1 7.3.2 FGI shall not generate, release, store, or deposit on the Premises any
2 Hazardous Substances, except that FGI may use and store Hazardous Substances in compliance
3 with Laws and in such reasonable quantities as may be necessary for the operation of the
4 Premises. When such use or storage is reasonably necessary, FGI shall not allow any Hazardous
5 Substances to be released into or deposited on the Project Site, the Project Improvements, or the
6 ground water under the Project Site except to the extent permitted by Laws. In all events, usage
7 and storage of such Hazardous Substances shall be in full compliance with all Laws. If no such
8 Laws exist, FGI shall handle the Hazardous Substances in a manner reasonably calculated to
9 promote health and safety.

10 7.3.3 FGI shall defend, indemnify and hold harmless PSA and PSA Related
11 Persons from and against any and all claims, losses, liabilities, damages, response costs and
12 expenses of any nature whatsoever arising out of or in any way related to the generation, release,
13 storage, or deposit of Hazardous Substances on the Project Site or Project Improvements by FGI
14 at any time, or by any other Person during the Term, unless such Hazardous Substances are
15 generated, released, stored, or deposited by PSA or any PSA Related Person, including, but not
16 limited to: (i) claims of third parties, including Governmental Authorities, for damages, response
17 costs, injunctive or other relief; (ii) the cost, expense or loss to PSA of any injunctive relief,
18 including preliminary or temporary injunctive relief, applicable to PSA or the Premises; (iii) the
19 expense, including fees of attorneys, engineers, paralegals and experts for reporting the existence
20 of Hazardous Substances to any agency of the State of Washington or the United States as
21 required by applicable Laws; and (iv) any and all expenses or obligations, incurred before, during
22 and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom
23 whether or not taxable as costs, including, without limitation, attorneys' and paralegal fees,
24 witness fees (expert and otherwise), deposition costs, copying and telephone charges and other
25 expenses, all of which shall be paid by FGI promptly after PSA incurs the obligation to pay such
26 amounts. The indemnity obligations of FGI in this Section 7.3.3 shall survive any termination
27 of this Lease.

28 7.3.4 Subject to Section 15.4, PSA shall defend, indemnify and hold harmless
29 FGI from and against any and all claims, losses, liabilities, damages, response costs and expenses
30 of any nature whatsoever arising out of or in any way related to the generation, release, storage,

1 or deposit of Hazardous Substances on the Project Site by PSA or any PSA Related Person. Any
 2 such indemnification is not a Reasonable PSA Operating Expense. The indemnity obligations of
 3 PSA in this Section 7.3.4 shall survive any termination of this Lease.

4 7.3.5 FGI may obtain pollution legal liability and/or environmental remediation
 5 cost overrun insurance.

6 7.3.6 Promptly upon written notice from PSA or from any Governmental
 7 Authority, FGI shall remove from the Premises, or otherwise remediate in accordance with
 8 applicable Laws, all Hazardous Substances (including, without limitation, the soil or water table
 9 of the Premises), and shall restore the Premises, to a clean, safe, good, and usable condition.
 10 Without limiting the foregoing, FGI may utilize any appropriate governmental appeal process in
 11 those instances where, in its reasonable discretion, FGI determines the written notice to be
 12 arbitrary and capricious or otherwise without grounds.

13 7.3.7 Nothing in Sections 7.3.3 through 7.3.6 shall preclude environmental
 14 related claims for indemnification or contribution with respect to the Premises. If PSA believes
 15 that it has an environmental-related claim for indemnification or contribution from a third-party
 16 with respect to the Premises it shall so notify FGI. If FGI believes that PSA has such a claim,
 17 either because of a notification in accordance with the preceding sentence or otherwise, FGI may
 18 elect to timely pursue such claim. If FGI elects to pursue such claim, it shall so notify PSA and
 19 PSA shall assign to FGI all of PSA's legal rights to pursue such claim (to the extent such
 20 assignment can be lawfully made). If FGI does not elect to pursue such claim, then PSA may
 21 elect to pursue it. PSA and FGI shall reasonably cooperate in the pursuit of any such claim.

22 7.3.8 FGI assumes and shall perform any obligations of PSA under Sections
 23 7.7.3 and 7.7.4 of the Development Agreement.

24

25 SECTION 8-- REQUIREMENTS TO PROVIDE PUBLIC BENEFITS

26 8.1 Special Team Covenants.

27 FGI shall require that the Stadium Use Agreement with Team contain the
 28 following (but appropriately re-formatted) covenants set forth in this Section 8.1, and, subject to
 29 temporary lapses caused by Force Majeure or damage or destruction to the Project, FGI shall
 30 cause Team to comply with such covenants at all times during the Term following the

1 Completion Date. For purposes of this Section 8.1, "Team" means not only the Seattle
2 Seahawks, but also any successor or replacement "major league" professional football team, and,
3 if professional football ceases to be considered a "major league" sport, then any other "major
4 league" team in any sport:

5 8.1.1 Playing of All Home Games. Team shall play all of its Regular Season
6 Home Games and Playoff Home Games in the Stadium, other than Home Games scheduled
7 elsewhere by the League.

8 8.1.2 Affordable Priced Seats

9 8.1.2.1 Affordable Priced Seats. Team shall offer to sell at least ten
10 percent (10%) of the spectator seats in the Stadium which are for sale to each Team Home Game
11 at an "affordable price," which seats shall be known as "Affordable Priced Seats." Affordable
12 Priced Seats may be offered for sale at a range of prices (not exceeding the affordable price) as
13 Team shall determine in its sole discretion. The number and locations of Affordable Priced Seats
14 may be determined for each Home Game, depending on the number and configuration of
15 spectator seats available. Affordable Priced Seats may be offered and sold on a season-ticket,
16 multiple-games package, individual game, and/or on such other basis as Team shall determine in
17 its sole discretion; provided that at least fifty percent (50%) of the minimum required Affordable
18 Priced Seats (i.e. five percent (5%) of the total spectator seats in the Stadium) shall be offered on
19 an individual game basis. "Affordable price" means a price which is not greater than the
20 "average" of the "lowest ticket prices" charged by all NFL teams other than Team during the
21 preceding NFL Season (based on information provided by the other NFL teams and/or by the
22 NFL), and affordable price is exclusive of any taxes, fees or other charges imposed on the sale of
23 the ticket by any Governmental Authority or any third-party. "Lowest ticket price" means the
24 lowest priced paid-admissions ticket available for sale on a regular basis for a team's Pre-Season,
25 Regular Season and Playoff home games, respectively, and excludes complimentary tickets,
26 promotional tickets, and similarly offered tickets. "Average" means the weighted average,
27 computed by multiplying for each NFL team other than Team the lowest ticket price for that
28 team's home games by the number of tickets sold at that price; adding the products of such
29 multiplication for all the NFL teams other than Team; and dividing that sum by the sum of
30 number of tickets sold at the lowest ticket prices for all the NFL teams other than Team.

1 "Affordable price" may be determined separately for Pre-Season Home Games, Regular Season
2 Home Games and/or Playoff Home Games.

3 8.1.2.2 Reporting. By each May 31st following the end of each NFL
4 Season during the Term following the Completion Date, FGI shall file a report with PSA setting
5 forth the following information for the season just completed: For each Home Game, the number
6 of spectator seats available for sale for the Home Game; the number of Affordable Priced Seats
7 available for the Home Game, the price or prices at which Affordable Priced Seats were offered
8 for sale (if unsold) or actually sold (if sold), or zero (if given away); and a schedule showing the
9 computation and backup information of the average of the lowest ticket prices charged by all
10 NFL teams other than Team during the preceding NFL Season. If the ticket holder provides
11 goods or services as all or part of the consideration for a ticket, the reasonable market value of
12 such goods or services shall be included in the ticket price. If the ticket entitles the holder to
13 goods or services in addition to the right to observe a game from a seat, the reasonable market
14 value of such other goods or services shall be deducted from the nominal ticket price.

15 8.1.2.3 Adjustment. In the event that for any Home Game, fewer than
16 10% of the available seats qualified as Affordable Priced Seats, then an adjustment amount
17 ("Aggregate Adjustment Amount") shall be calculated which equals the minimum aggregate
18 amount which, if the offering price of a sufficient number of tickets which were not Affordable
19 Priced Seats had been reduced, then the requirement of Section 8.1.2.1 would have been
20 satisfied. Team shall reflect the Aggregate Adjustment Amount at the first reasonable
21 opportunity in a one-time adjustment of the price of future Affordable Priced Seats, such that the
22 average price of the Affordable Priced Seats as calculated without regard to this adjustment
23 would be reduced by an amount equal to the Aggregate Adjustment Amount divided by the total
24 number of Affordable Priced Seats. The "first reasonable opportunity" shall mean the next
25 Home Game during the then current NFL Season or the immediately following NFL Season at
26 which there are enough unsold Affordable Priced Seats to fully utilize the Aggregate Adjustment
27 Amount.

28 8.1.2.4 Audit Right. PSA shall have the right to audit (generally as
29 provided in Section 6.1.7) the applicable records of FGI and Team to determine if FGI is in

1 compliance with its obligations under this Section 8.1.2. FGI shall fully cooperate with any such
2 audit, and FGI shall cause Team to fully cooperate with such audit.

3 8.1.3 Suite Lottery

4 Subject to applicable legal restrictions, for each Team Home Game played
5 in the Stadium, Team shall designate and make available one Suite (which is not a field-level
6 suite i.e. a "bunker suite") with a minimum of twenty (20) seats on a "lottery basis," as a free
7 upgrade to purchasers of tickets (including for Affordable Priced Seats) other than tickets for
8 seats located in Suites or Club Seat areas ("Suite Lottery"). Team shall conduct the Suite Lottery
9 under the terms of a Suite Lottery Program setting forth the rules, terms and conditions of the
10 Suite Lottery, which Team shall determine from time-to-time, in its sole discretion, but subject to
11 applicable law. The pool of eligible purchasers may include purchasers of season tickets,
12 multiple-game package tickets, individual game tickets, or any other basis (other than purchasers
13 of tickets located in Suites or Club Seat areas), and may include purchasers from the current NFL
14 Season or the immediately prior NFL Season. Team may set other reasonable eligibility
15 requirements, such as a minimum age. The Suite Lottery Program shall provide for multiple
16 "winners" for each Team Home Game, and may allow winners to "win" multiple tickets to the
17 Suite. Winners may be the holder of a ticket and not literally the purchaser. So, for example, a
18 "winner" may be selected by random drawing of a seat number associated with a ticket held by
19 the "winner." The Suite Lottery may be conditioned upon each "winner's" agreement to such
20 conditions as: (i) disclosure of his or her full name and social security number and granting
21 permission to Team to make any required Federal tax filings; (ii) payment of any taxes or other
22 regular charges due with respect to the Suite ticket; (iii) payment for food and beverages
23 available in the Suite; (iv) surrender of the ticket for which they became eligible for the Suite
24 Lottery and won; (v) payment to Team of dollar amounts required for withholding of any State or
25 Federal income taxes associated with such tickets; and (vi) agreement to any other reasonable
26 terms and conditions imposed by Team.

27 8.2 Coordination in Scheduling Events

28 8.2.1 PSA and/or FGI shall use Reasonable Efforts to meet with the Washington
29 State Major League Baseball Stadium Public Facilities District (the "PFD") which owns Safeco
30 Field, or The Baseball Club of Seattle, L.P. (the "Mariners"), which is the operator of Safeco

Field, and attempt to develop an agreement to coordinate scheduling of events at Safeco Field and the Premises. FGI shall cooperate with the PFD and the Mariners to coordinate FGI's operational planning for dual time-specific events and back-to-back events occurring at these two facilities on the same day. Coordination of operational planning will include transportation management, safety and security planning, and event clean up activities. If FGI enters into an agreement with the PFD or the Mariners with respect to scheduling of events, then FGI shall comply with the terms of that agreement

8.2.2 The foregoing covenant is currently satisfied by that certain Agreement of Event Scheduling Principles dated June 15, 1998, between FGI and the Mariners.

8.2.3 Within sixty (60) days after the last Home Game of Team, PSA and FGI shall meet to review FGI's compliance with the requirements of Section 8.2.1 (the "Annual Review"). The Annual Review shall include a report by FGI setting forth its efforts to coordinate its operational planning with the operations of Safeco Field, shall include public and neighborhood input, shall review whether FGI's operations conformed to the requirements of the City of Seattle in permits or approvals issued with respect to the Project and shall set forth recommendations, if any, for improved coordination.

8.3 Cooperation with Obtaining Super Bowl Event

Pursuant to RCW 36.102.060(12), PSA, in consultation with FGI, is directed to pursue hosting an NFL Super Bowl at the Stadium, but only in the event the rules of the National Football League are changed to allow the Stadium to be the venue for a Super Bowl. In such event, FGI shall cooperate with PSA's efforts to host a Super Bowl at the Stadium.

8.4 Lottery Promotion

8.4.1 Pursuant to the Development Agreement, subject to Section 8.4.4, FGI shall promote the Washington State Lottery games described in Section 205 of the Act with any combination of in-kind advertising, sponsorships, or prize promotions, valued at \$1 million annually beginning in calendar year 1998, and increased by four percent (4%) each year thereafter. The content and value of the advertising, sponsorships and prize promotions are subject to the reasonable advance approval of the State Lottery Commission. FGI may enter into an agreement with the State Lottery Commission setting forth the procedural aspects of performance under this Section.

1 8.4.2 The purpose of this requirement is to increase lottery sales of games
2 described in Section 205 of the Act, and to comply with Section 208 of the Act.

3 8.4.3 This obligation shall terminate upon the earlier of: (x) the date that
4 distributions end under RCW 67.70.240(5); and (y) December 31, 2020.

5 8.4.4 Following the Completion Date, the Lottery promotion obligation under
6 the Development Agreement shall terminate, and the same obligation is assumed by FGI under
7 this Lease.

8 8.5 Prevailing Wages

9 FGI shall be subject to and comply with the prevailing wage requirements of
10 RCW 39.12, as such statute may be from time-to-time amended, modified, supplemented, re-
11 codified or replaced, with respect to any construction (but not operation or maintenance) work
12 conducted at the Premises, and FGI shall include this prevailing wage covenant in every
13 agreement FGI enters with any Person which will provide construction services at the Premises.

14 8.6 Women and Minority Business Enterprise Goals

15 FGI shall comply with applicable MBE and WBE goals established by King
16 County, Washington, in connection with the operation of the Premises and FGI shall include this
17 MBE/WBE goal covenant in every agreement and contract with respect thereto that FGI enters
18 with any Person which will provide services to the Premises. "MBE" (Minority Business
19 Enterprise) means a for-profit business that is at least 51%-owned and controlled by one or more
20 minority persons or has been certified as such by the State Office of Minority and Women's
21 Business Enterprises or some other entity responsible for certifying such businesses. "WBE"
22 (Women Business Enterprise) means a for-profit business that is at least 51%-owned and
23 controlled by one or more women or has been certified as such by the State Office of Minority
24 and Women's Business Enterprises or some other entity responsible for certifying such
25 businesses. FGI shall use Reasonable Efforts to cause MBEs and WBEs to be utilized in the
26 operation of the Project and to cause the achievement of the goals in the aggregate. FGI shall not
27 be required to establish or cause to be established MBE or WBE goals where no MBEs or WBEs
28 are available and capable of providing the desired services or goods, as reasonably determined by
29 FGI. FGI shall provide to PSA an annual written report regarding compliance by FGI with the
30 requirements of this Section.

1 8.7 Hiring Local Residents

2 To the extent feasible, and subject to any conditions or requirements of any
3 Project Labor Agreement or Collective Bargaining Agreement related to the Project, with respect
4 to the operation of the Project FGI shall give preference in hiring, and shall cause its contractors
5 which will provide services related to operation of the Project to give preference in hiring, to
6 local residents and in particular residents from the areas immediately surrounding the Project.
7 However, neither FGI nor any of its contractors shall be required to hire any person who is not
8 fully capable or qualified to perform the duties of the particular job for which he or she is being
9 considered. If FGI or any of its contractors cannot satisfy its employment needs from persons
10 who reside within such areas, FGI and its contractors may hire such other employees as FGI or
11 its contractor deems appropriate. FGI shall include this covenant in every agreement FGI enters
12 with any contractor which will provide services related to operation of the Project. FGI shall
13 provide to PSA an annual written report regarding compliance by FGI with the requirements of
14 this Section.

15 8.8 Mitigation of Impacts from Stadium Operations

16 8.8.1 FGI shall work with PSA and those persons living or working in the
17 Pioneer Square, Chinatown/International District, and the Greater Duwamish Neighborhoods,
18 (the "Affected Area") to mitigate the adverse impacts on the Affected Area from the operations
19 of the Stadium. FGI and PSA acknowledge that the impacts of events at the Stadium can only be
20 estimated at the time of the execution of this Lease and can only be precisely determined over
21 time, and that mitigation requirements may need to be appropriately adjusted over time.

22 8.8.2 Within thirty (30) days prior to each Lease Year, FGI shall submit to PSA
23 for its review and comment a proposed Stadium Mitigation Report and Plan. A Stadium
24 Mitigation Report and Plan shall identify potential adverse impacts upon the persons living in the
25 Affected Area from FGI's operations, propose reasonable measures designed to diminish those
26 adverse impacts, provide an assessment of the effectiveness of FGI's prior mitigation activities,
27 and demonstrate how FGI will comply with the mitigation requirements of the Master Use
28 Permit issued by the City of Seattle authorizing the construction of the Premises.

1 8.9 Annual Reporting on Operations

2 FGI shall submit to PSA for public disclosure not later than one hundred eighty
3 (180) days following the end of each Lease Year an audited profit and loss financial statement
4 for FGI's operations of the Project. This statement shall be certified as accurate by the chief
5 financial officer of FGI and shall be accompanied by a certificate of an independent certified
6 public accountant reasonably satisfactory to PSA that such statement has been prepared in
7 accordance with GAAP, except as so noted, and accurately states the profits and losses of FGI
8 for the period of such statement. The format and detail of the statement of profits and losses
9 shall be subject to the approval of PSA.

10 8.10 Major League Soccer

11 FGI shall actively support efforts to bring a major league soccer team to play
12 soccer games in the Stadium, either as a home team based in Seattle or as a visiting team. The
13 foregoing obligation shall not be construed to require FGI or any Affiliate to finance or acquire
14 any ownership interest of such a soccer team, or to provide economic terms for use of the
15 Stadium which are not commercially reasonable for FGI. In scheduling events at the Stadium
16 FGI shall use Reasonable Efforts to accommodate the playing schedule of any Seattle major
17 league soccer team, but such Reasonable Efforts shall not require Team or any other Project user
18 to adjust the schedule of its Home Games or Project events.

19 8.11 Provision of PSA Office Space

20 8.11.1 PSA shall have exclusive use without charge of office space of
21 approximately 1,500 square feet, generally as shown in the Plans, (the "PSA Office Space") to be
22 located in the Stadium. The exact location, configuration, dimensions, plans and specifications
23 of the PSA Office Space are to be determined pursuant to the Development Agreement, and
24 when so determined will be described in an Exhibit 8.11 to this Lease to be appended hereto.
25 The PSA Office Space is a "public area" as that term is contemplated by Section 202(14) and
26 (15) of the Act.

27 8.11.2 FGI shall, also without charge to PSA:

28 8.11.2.1 maintain the PSA Office Space, other than PSA's furniture,
29 fixtures, equipment and personal property, and provide , normal janitorial service, but only to the
30 extent incident to normal office use,

1 8.11.2.2 as part of the property insurance FGI maintains pursuant to
2 Section 13 of this Lease, maintain property insurance covering the PSA Office Space (but not
3 PSA's furniture, fixtures, equipment or personal property),

4 8.11.2.3 repair or reconstruct the PSA Office Space to the extent FGI is
5 otherwise required to repair or reconstruct the Premises under Sections 11 and 12 of this Lease,
6 except to the extent that the reason the PSA Office Space must be repaired or reconstructed was
7 due to the actions or omissions of PSA or PSA Related Persons, agents or invitees, or due to the
8 breach of this Lease by PSA,

9 8.11.2.4 pay the cost of electricity, water, sewer, and HVAC provided to the
10 PSA Office Space, but only to the extent incident to normal office use, and

11 8.11.2.5 ensure that at the time FGI tenders possession of the PSA Office
12 Space to the PSA, the PSA Office Space will be in compliance with all Laws applicable to the
13 PSA Office Space except to the extent such Laws relate solely to PSA's particular use of the
14 PSA Office Space (as opposed to the use of the PSA Office Space for general office use).

15 8.11.3 PSA, for itself, PSA Related Persons, and its agents, invitees and guests,
16 shall have the right of access to the PSA Office Space and nearby restrooms located in the
17 Stadium, at any time and from time-to-time, and to use any sidewalks, stairways, elevators,
18 escalators, parking areas and other similar or related public areas of the Stadium as may be
19 reasonably necessary or convenient for purposes of accessing the PSA Office Space and nearby
20 restrooms, to the same extent as FGI's employees. This Section 8.11.3 shall not be construed so
21 as to allow PSA to attend events at the Project without charge or to allow PSA to have access to
22 portions of the Project which are not necessary to access the PSA Office Space and nearby
23 restrooms; provided however that this shall not limit PSA's rights of access pursuant to Section
24 16.

25 8.11.4 FGI shall provide to PSA twelve (12) parking passes, without charge.
26 These passes shall allow parking in the North Parking Lot in any available parking stall
27 throughout the Term. PSA shall have the right to enter the North Parking Lot and use the
28 driveways and travel lanes of the North Parking Lot during the Term. The parking privileges
29 granted by the passes shall be subject to reasonable rules and terms established from time-to-time
30 by FGI which are generally applicable to all such parking passes.

1 8.11.5 FGI shall, subject to the imposition of reasonable rules, allow PSA to use
2 any appropriately-sized meeting room in the Project which is not previously scheduled for other
3 uses, for PSA's Board Meetings and other PSA public meetings, without charge except for the
4 reasonable cost of any services provided by FGI.

5 8.11.6 PSA may use the PSA Office Space only for the uses and activities
6 allowed in this Section 8.11 and for no other uses or activities without FGI's prior written
7 consent. PSA shall not use or allow the use of the PSA Office Space or any part thereof for any
8 unlawful purpose or in violation of any certificate of occupancy, any certificate of compliance or
9 any Law. PSA shall not permit waste of the PSA Office Space or permit any act to be done or
10 any condition to exist on the PSA Office Space or any part of the PSA Office Space which may
11 be hazardous, which may constitute a nuisance, or which may void or make voidable or which
12 may increase the premium of any policy of insurance in force with respect to the PSA Office
13 Space. Except for any minor non-structural alterations which do not affect the Project or its
14 operation, PSA shall not make any alterations to the PSA Office Space without FGI's prior
15 written consent. In emergencies, and as part of its obligations for maintenance and repair of the
16 Stadium, FGI shall have the right to enter into the PSA Office Space as required. FGI will use
17 Reasonable Efforts to avoid disrupting PSA's business operations and so long as FGI uses
18 Reasonable Efforts, FGI shall not be liable to PSA for any damage to PSA, its operations or
19 property resulting from such entry, maintenance or repair. In the event of any casualty or
20 condemnation that make the PSA Office Space untenable, PSA, if requested by FGI, shall vacate
21 the PSA Office Space and FGI shall use Reasonable Efforts to provide PSA with alternative
22 space within the Project if reasonably practicable.

23 8.11.7 Notwithstanding the foregoing, if FGI has a reasonable basis, and subject
24 to PSA's reasonable consent, FGI may elect to provide to PSA, without charge reasonable and
25 proximately located office space outside the Project which reasonably complies with Section
26 210(2)(b)(vii) of the Act, provided that FGI pays the reasonable moving expenses of PSA.

27 8.12 Neighboring Community Meetings

28 FGI shall, subject to the imposition of reasonable rules, allow the use of any
29 appropriately-sized meeting room in the Project which is not previously scheduled for other uses

1 for neighboring community public meetings, without charge except for the reasonable cost of any
2 services provided by FGI. "Neighboring communities" are the Affected Areas.

3 8.13 Protection of Tax-Exempt Bonds

4 FGI acknowledges that the State of Washington may finance the construction of
5 the Project using tax-exempt bonds. If the State uses tax-exempt bonds, PSA and FGI shall
6 endeavor to structure and limit the amounts, sources, and uses of any payments received by the
7 State, the County, PSA, or any related governmental entity for the use or in respect to the Project
8 in such a manner as to permit the interest on those bonds to be tax exempt.

9 8.14 Project Art

10 8.14.1 The Project Improvements will include Project art pursuant to Section 15.1
11 of the Development Agreement ("Project Art"). FGI shall, pursuant to the Development
12 Agreement, allocate a total of \$1.75 million for the acquisition and replacement of Project Art
13 (the "Project Art Fund"). The funds in the Project Art Fund, including the remaining balance of
14 the original \$1.75 million, plus the proceeds from the sale of Project Art in the Premises
15 purchased from the Project Art Fund, plus interest earned, shall be used to purchase replacement
16 and additional Project Art. PSA and FGI shall, at least every five (5) years, confer to make
17 mutually acceptable decisions regarding Project Art to be sold and replacement Project Art to be
18 purchased.

19 8.14.2 Areas within the Premises have been or will be designed and designated as
20 "Project Art Spaces" intended to be utilized for the public display of Project Art. In consultation
21 with the Project Art Selection Committee, FGI shall, subject to PSA approval, determine what
22 Project Art may be displayed in the Project Art Spaces and the length of time the works of
23 Project Art may be displayed. FGI shall establish reasonable rules regarding display and
24 regarding public access to the Project Art Spaces, and shall use Reasonable Efforts to provide
25 security for the works of Project Art displayed.

26 8.15 Compliance With Laws; No Discrimination

27 FGI shall at all times, use, manage, possess, and operate the Project in compliance
28 with all applicable Laws, including Laws with respect to discrimination, and FGI shall include
29 this covenant in every agreement, contract, sublease, use agreement, concession agreement and
30 occupancy agreement FGI enters with any Person which will provide services to the Premises or

1 which will occupy space in the Premises. FGI may challenge the interpretation or application of
2 any Laws so long as such contest is in good faith, the contest does not jeopardize PSA's interest
3 in the Premises, and FGI indemnifies PSA from any cost, loss, or liability on account of the
4 contest

5
6 SECTION 9 MANAGEMENT OF THE PROJECT

7 9.1 Standard of Operation

8 FGI shall operate the Project in a First-Class Manner, as provided in Section 7.2.

9 9.2 Signage, etc.

10 Subject only to its compliance with Laws, FGI may design, construct, purchase,
11 install, move, remove, utilize and operate such interior and/or exterior structures, facilities,
12 devices and equipment for use as building marquees, signage, advertising displays, information
13 displays, sculptures, art works, or communication of commercial, non-commercial, public
14 service, entertainment or informational messages, including without limitation for purposes of
15 identifying the Project or any Project Element, without the consent or approval of PSA as to the
16 physical structure, facility, device or equipment or as to the content. Such structures, facilities,
17 devices and equipment may be either active or passive in nature, may be installed anywhere
18 within the Project, including in the interior or exterior of any of the Project Improvements, and
19 may be free-standing or permanently or temporarily attached to any such Project Improvement.
20 It is the intention of the Parties that this provision be construed broadly. No advertising of any
21 form at the Premises will contain a promotion of tobacco products, other than point of sale
22 advertising to the extent not prohibited by Laws.

23 9.3 Project Revenues

24 Except to the extent otherwise specifically provided for in this Lease, all revenues
25 from the operation of the Project during the Term, from every source whatsoever, shall be for the
26 benefit and account of FGI.
27

1 SECTION 10 FGI'S RESPONSIBILITY FOR ALL OPERATING EXPENSES

2 10.1 Utilities

3 Throughout the Term, FGI shall pay or cause to be paid when due, all charges for
4 Utilities provided to or used in connection with the Premises, other than utility charges for or
5 related to the PSA Office Space for which FGI is not responsible pursuant to Section 8.11.2.4.
6 Nothing in this Section shall affect the obligations of PSA and FGI with respect to Utilities under
7 the Development Agreement.

8 10.2 Payment and Contest of Impositions

9 10.2.1 Throughout the Term, FGI shall pay when due all Impositions levied or
10 assessed against the Premises.

11 10.2.2 If any Imposition may, under applicable law, at the option of FGI be paid
12 in installments, FGI may exercise that option, and shall pay all such installments (and interest, if
13 any) becoming due during the Term as they become due. At the end of the Term, FGI shall
14 deposit with PSA an amount sufficient to pay FGI's pro rata share of all Impositions for the
15 calendar year in which the Lease terminates. If Impositions have been paid in advance by FGI
16 for a period of time after the Term, PSA shall refund to FGI the portion of such payments
17 applicable to the period after the Term unless it would be illegal for PSA to pay the Impositions
18 after the end of the Term. If FGI has elected to pay assessments in installments for
19 improvements made in connection with FGI's initial development of the Project, FGI shall pay
20 the full balance of the assessment at the end of the Term.

21 10.2.3 FGI will furnish to PSA at least annually official receipts of the
22 appropriate taxing authority or other proof satisfactory to PSA evidencing the payment of the
23 Imposition.

24 10.2.4 FGI may, by appropriate legal proceedings conducted in good faith and
25 with due diligence, contest the amount or validity or application, in whole or in part, of any
26 Imposition or lien therefor, or any other lien, encumbrance or charge against the Premises arising
27 from work done or materials provided to or for FGI, if:

28 10.2.4.1 The proceedings suspend the collection of the Imposition from
29 PSA, FGI and the Premises, as applicable;

1 10.2.4.2 FGI shall have furnished security as may be reasonably required by
2 PSA; and

3 10.2.4.3 FGI shall have given PSA reasonable notice of, information
4 pertaining to, and regular progress reports about the contest.

5 10.2.5 Pursuant to Section 202(15) of the Act, the "public or entertainment areas"
6 of the Project are exempt from taxes imposed pursuant to RCW 82.29A.030 and 82.29A.040.
7 PSA covenants that it will not initiate, support or cooperate with (except as required by Laws)
8 any effort to (i) revoke or modify that exemption, (ii) to make such an exemption not applicable
9 to the Project for any subsequent amendment or enactment of any other leasehold or similar type
10 Imposition, or (iii) interpret other than as broadly as possible the scope of "public or
11 entertainment areas" of the Project by any applicable agency.

12 10.3 Indemnification

13 FGI shall defend, indemnify and hold harmless PSA and PSA Related Persons
14 and the Premises from any lien, claim, cost, expense or liability with respect to any Imposition or
15 contest thereof, including all costs and expenses (including reasonable attorneys' fees) related
16 thereto.

17 10.4 Liens

18 FGI shall not permit or suffer any lien or encumbrance against the Premises other
19 than liens for Impositions not yet payable, liens and encumbrances granted by PSA and approved
20 by FGI and existing on the Completion Date, easements granted by PSA and approved by FGI
21 in connection with development of the Project, the Permitted Exceptions, and other liens and
22 encumbrances approved by PSA in its sole discretion. If any unpermitted lien comes into
23 existence, FGI shall cause the lien to be discharged or bonded within thirty (30) days after FGI
24 receives notice of the existence of the lien. If FGI fails to remove the lien as required in this
25 Section, PSA may, but shall not be obligated to, after prior written notice to FGI, discharge the
26 lien in any manner. FGI shall repay PSA for any sums advanced to discharge the lien and for
27 PSA's reasonable costs and expenses (including attorneys' fees) in connection with discharging
28 the lien, within thirty (30) days after PSA requests repayment from FGI. In addition, PSA shall
29 have all other rights and remedies against FGI under this Lease and under Law.

1 10.5 Weller Street Pedestrian Bridge Maintenance, etc.

2 Throughout the Term, FGI shall pay or cause to be paid when due, all of PSA's
3 liabilities related to the provision of maintenance, repair and security services for the Weller
4 Street Pedestrian Bridge pursuant to Section 4.3 of that certain Agreement among the City of
5 Seattle, King County, Central Puget Sound Regional Transit Authority, State of Washington
6 Department of Transportation, and PSA, in current form as of Closing.

7 10.6 Deferred Sales Tax

8 In accordance with Section 13.2.2 of the Development Agreement, if the Deferred
9 Sales Taxes exceed \$37 million, FGI shall pay the amount of the excess to PSA when and as due,
10 which shall be in such proportion of each annual installment of the total Deferred Sales Taxes as
11 the portion of the Deferred Sales Taxes to be paid by FGI bears to the total Deferred Sales Taxes.

12
13 SECTION 11 MAINTENANCE AND MODERNIZATION

14 11.1 Maintenance

15 11.1.1 Maintenance

16 Maintenance consists of Normal Maintenance and Major Maintenance.

17 11.1.2 Maintenance Standard

18 11.1.2.1 FGI shall keep all aspects of the Premises, including its electrical,
19 mechanical, acoustical and other systems, in a "First-Class Condition" throughout the Term,
20 normal wear and tear excepted. With respect to the Stadium, First-Class Condition means that
21 the facilities, operational capabilities, systems, finishes, and amenities of the Stadium are
22 maintained at a level of at least the average quality of all stadiums in the United States that are
23 home stadiums for football teams in the National Football League (or its successor) which were
24 first placed in service after 1996 and before 2006 ("Comparable Stadium Facilities"). With
25 respect to the Exhibition Center, First-Class Condition means that the facilities, operational
26 capabilities, systems, finishes and amenities of the Exhibition Center are maintained at a level of
27 at least the average quality of comparable exhibition centers (i.e. of between 250,000 and
28 500,000 square feet) in major metropolitan cities west of the Mississippi River, and which were
29 first placed in service after 1996 and before 2003 ("Comparable Exhibition Facilities"). With
30 respect to the Parking Facilities, First-Class Condition means that the facilities, operational

1 capabilities, systems, finishes and amenities of the Parking Facilities are maintained at a level of
2 at least the average quality of other above-grade free-standing parking structures in Seattle,
3 which serve major sports facilities, convention facilities, retail, hotel or office uses and which
4 were first placed in service after 1996 and before 2003 ("Comparable Parking Facilities").
5 (Comparable Stadium Facilities, Comparable Exhibition Facilities, and Comparable Parking
6 Facilities are each "Comparable Facilities.") Exhibit 11.1.2.1 describes the Comparable Stadium
7 Facilities, Comparable Exhibition Facilities, and Comparable Parking Facilities as they exist on
8 the date of this Lease. Such Exhibit shall be updated by the parties on or before December 31,
9 2003 to include all additional Comparable Exhibition Facilities and Comparable Parking
10 Facilities, and on or before December 31, 2006 to include all additional Comparable Stadium
11 Facilities.

12 11.1.2.2 First-Class Condition shall require modifications to the Premises,
13 capital improvements and upgrading (all of which is included in "Modernization Improvements"
14 described in Section 11.4), but only to the extent the average of Comparable Facilities described
15 above have been modified, improved or upgraded using "internally generated financing."
16 "Internally generated financing" means financing to pay for the modifications, capital
17 improvements and upgrading either derived directly from operation of the Comparable Facility
18 (including from any facility parking or admissions taxes or surcharges) or borrowings (such as
19 through loans or issuance of bonds) to the extent repaid or retired from funds derived directly
20 from operation of the Comparable Facility. Any modifications, capital improvements or
21 upgrading in any Comparable Facility which is not paid from internally generated financing shall
22 be ignored. To the extent a Comparable Facility has been modified, improved or upgraded using
23 internally generated financing which is borrowed and intended to be repaid by funds derived
24 directly from operation of the Comparable Facility over a period of time which extends beyond
25 the expiration of the Term of this Lease, then the modifications, capital improvements or
26 upgrading so financed shall be ignored unless and until the Term of this Lease is extended
27 beyond the period of time in which that internally generated financing is expected to be fully
28 repaid or retired. Notwithstanding the foregoing, FGI shall not be required to make any
29 modifications, capital improvements or upgrading which would have the effect of replacing any
30 structure, feature, finish, system, equipment or other part of the Project during its reasonably

1 anticipated useful life, unless such item is no longer functional and is necessary for the operation
2 of the Project. First-Class Condition shall not require keeping up with innovations or technology
3 or reconstructing portions of the Project.

4 11.1.3 Annual Maintenance Plan

5 At least thirty (30) days prior to the Commencement Date and each Lease
6 Year thereafter, FGI shall submit to PSA, for PSA's review and approval, a plan for the Normal
7 Maintenance activities to be conducted at the Premises by FGI during that Lease Year (the
8 "Annual Maintenance Plan"). PSA shall have thirty (30) days from FGI's submission to approve
9 the Annual Maintenance Plan. Any subsequent changes in the Annual Maintenance Plan shall be
10 approved under the same procedure as for the initial approval of an Annual Maintenance Plan.
11 FGI shall perform Normal Maintenance substantially in accordance with the PSA approved
12 Annual Maintenance Plan unless FGI has a reasonable justification not to do so.

13 11.1.4 Five-Year Major Maintenance and Modernization Plan

14 At least thirty (30) days prior to each Lease Year, FGI shall submit to
15 PSA, for PSA's review and approval, a new or updated plan of scheduled work to be performed
16 upon the Premises during the ensuing five-year period in order to meet FGI's obligations under
17 Section 11.3 for Major Maintenance and under Section 11.1.2.2 for certain modifications, capital
18 improvements and upgrading, as well as FGI's rights under Section 11.4 for Modernization
19 Improvements (a "Five-Year Plan"). A Five-Year Plan may be broken down into Major Repair
20 and Modernization Improvements sections. PSA shall have ninety (90) days from FGI's
21 submission to review and approve each Five-Year Plan. Any subsequent changes in a Five-Year
22 Plan shall be approved under the same procedure as for the initial Five-Year Plan. FGI shall
23 perform Major Maintenance and Modernization each year substantially in accordance with the
24 PSA approved Five-Year Plan, as that Five-Year Plan may be revised from year-to-year, unless
25 FGI has a reasonable justification not to do so.

26 11.1.5 Annual Maintenance Report

27 Within one hundred twenty (120) days following each Lease Year, FGI
28 shall provide to PSA a report in reasonable detail on the prior year's Normal and Major
29 Maintenance. In addition, PSA shall have the opportunity to audit (generally pursuant to the
30 process described in Section 6.1.7) FGI's maintenance records.

1 11.2 Normal Maintenance

2 11.2.1 Normal Maintenance. FGI shall be responsible for all Normal
3 Maintenance required to keep the Premises in a First-Class Condition, other than Normal
4 Maintenance of the PSA Office Space for which FGI is not responsible pursuant to Section 8.11.
5 "Normal Maintenance" consists of those routine and predictable actions, including curative and
6 preventive actions, which are necessary to keep the Premises in good order and repair,
7 functioning as designed, and clean and attractive. Normal Maintenance shall include the repair
8 or replacement of parts or components which periodically need repair or replacement as a result
9 of normal wear and tear. Examples of Normal Maintenance include, but are not limited to:
10 performing all preventive or routine maintenance, including those preventive or routine
11 maintenance activities called for by the commissioning consultant referred to in the Development
12 Agreement and those preventive or routine maintenance activities called for in any operations
13 manuals for any systems or equipment included in the Project; keeping all portions of the
14 Premises clean, free of graffiti and free of debris; periodic retouching of painted surfaces as
15 needed to maintain an aesthetically attractive appearance; repairing damage to finish surfaces;
16 replacing light bulbs; replacing damaged or worn out parts or components included in the
17 systems and equipment included in the Premises; keeping control systems functioning; re-
18 seeding or over-seeding the field and keeping the field properly mown, watered and fertilized;
19 keeping all landscaping properly watered, fertilized, and pruned; cleaning, lubricating, and
20 changing belts on all mechanical systems; periodically testing and, when needed, repairing all
21 mechanical and electrical systems; inspecting, cleaning, and patching roofs; repairing damaged
22 seats; cleaning storm and sanitary sewer drains; and testing and repairing all alarm systems, fire
23 sprinkler systems, and computerized building systems.

24 11.3 Major Maintenance

25 11.3.1 FGI shall be responsible for performing all Major Maintenance required to
26 keep the Premises in a First-Class Condition. "Major Maintenance" consists of all Maintenance
27 other than Normal Maintenance, and includes without limitation major repairs, reconstruction
28 and replacement of Project systems and structural elements, equipment, and the like which are
29 required to maintain the Project in First-Class Condition. Specific examples include without

1 limitation repainting or refinishing, equipment replacement, major repairs, replacing any
2 structural component, replacing any surface covering, and re-sodding the field.

3 11.4 Modernization

4 11.4.1 Modernization. FGI may, at its sole option except as required in Section
5 11.1.2.2, elect to undertake from time-to-time Modernization Improvements, for which it shall be
6 responsible for performing. "Modernization Improvements" include major repairs,
7 reconstruction, replacement and additions of Project systems and structural elements, major
8 equipment, and the like which is intended to modernize the Project and make it more functional
9 and attractive for its then current and intended uses.

10 11.4.2 Modernization Improvements shall be performed only pursuant to a
11 "Modernization Plan" which has been prepared by FGI and submitted to PSA, for PSA's review
12 and approval, either as part of the Five-Year Plan or separately. If provided separately:

13 11.4.2.1 PSA shall have ninety (90) days to review the Modernization Plan
14 and to propose changes in the Modernization Plan, based upon PSA's reasonable judgment. If
15 PSA proposes changes in the Modernization Plan which are not acceptable to FGI, then either
16 party may submit the dispute to Dispute Resolution.

17 11.4.2.2 Any modifications in an approved Modernization Plan
18 subsequently proposed by FGI shall be approved under the same procedure as for the initial
19 approval of the Modernization Plan.

20 11.4.3 Permanent Seats. The Stadium will be built with approximately 67,000
21 permanent seats and with room to add approximately 5,000 more permanent seats. FGI may
22 from time-to-time add up to an aggregate of 5,000 permanent seats, which shall be considered a
23 "Modernization Improvement" subject to funding pursuant to Section 11.6 and 11.7, but so long
24 as the additional seats are generally consistent with the layout and quality of the original seating,
25 shall not require a Modernization Plan. FGI shall inform PSA of its plans, and PSA may review
26 and comment on such plans.

27 11.5 FGI and PSA Funding Responsibilities

28 PSA shall be responsible for funding all Major Maintenance and Modernization
29 Improvements to the extent of funds available in the Naming Rights Account and Capital
30 Improvements Account. FGI shall be responsible for funding all Normal Maintenance, and for

1 funding Major Maintenance and Modernization Improvements in excess of the funds available in
2 the Naming Rights Account and Capital Improvements Account, and to the extent that the cost of
3 complying with Section 11.3 and 11.4 exceeds the funds made available out of those Accounts,
4 the excess shall be paid by FGI (although subject to future reimbursement from the Naming
5 Rights Account to the extent funds subsequently become available).

6 11.6 Naming Rights Account

7 PSA shall create a fiduciary account entitled the "Naming Rights Account," to be
8 held in the custody of and administered by PSA. Pursuant to Section 107 of the Act and
9 Section 17.4.6 of this Lease, net proceeds from the sales of Special Naming Rights shall be
10 collected by PSA and held in the Naming Rights Account. The Naming Rights Account shall
11 consist of all such deposits, plus accumulated earnings and interest thereon. The funds in the
12 Naming Rights Account will be utilized only for Major Maintenance and Modernization
13 Improvements, but not for work which is Normal Maintenance.

14 11.7 Capital Improvements Account

15 PSA shall create a fiduciary account entitled the "Capital Improvements
16 Account," to be held in the custody of and administered by PSA. Pursuant to Sections 301 and
17 302 of the Act, certain tax proceeds will be paid into the Capital Improvements Account, after
18 the Bonds are retired. The Capital Improvements Account shall consist of all such deposits, plus
19 accumulated earnings and interest thereon. The funds in the Capital Improvements Account will
20 be utilized only for Major Maintenance and Modernization Improvements, but not for work
21 which is Normal Maintenance.

22 11.8 Disbursement of Funds

23 FGI may from time-to-time request a disbursement of funds from the Naming
24 Rights Account or the Capital Improvement Account to pay for work performed, or to reimburse
25 FGI for work performed and paid for by FGI, for Major Maintenance or Modernization
26 Improvements. In order to obtain a disbursement, FGI must submit a written request for
27 disbursement, accompanied by a certification of the actual out-of-pocket costs owed or paid by
28 FGI, accompanied by conditional lien releases from all contractors, suppliers, materialmen and
29 others that performed the work. PSA reserves the right to audit (generally pursuant to the
30 process described in Section 6.1.7) any of FGI's books and records reflecting the work for which

1 FGI is seeking payment or reimbursement. FGI's costs may include an administrative fee
2 payable to FGI not to exceed ten (10)% of the actual out-of-pocket costs paid or to be paid by
3 FGI for such work. Within fifteen (15) Business Days of FGI's request for disbursement, PSA
4 shall inspect the work to confirm that the work conforms to the plans approved by PSA if
5 required pursuant to Section 11.9. Upon PSA's confirmation that the costs claimed by FGI are
6 accurate and that the work conforms to the plans, PSA shall disburse the requested funds from
7 the requested account, or so much of them as has been confirmed.

8 11.9 Approval of Plans, Completion of Work

9 11.9.1 FGI may not make any Major Maintenance or Modernization
10 Improvement, the estimated cost of which would exceed \$300,000, Indexed, without the prior
11 consent of PSA. For any such work that requires PSA's consent, FGI shall submit "design
12 development" level plans and specifications for the work to PSA. PSA shall have thirty (30)
13 days after receipt of all of the above to review and approve the documents submitted. As to
14 Modernization, the approval or disapproval of PSA shall be in its sole discretion, and shall not be
15 subject to Dispute Resolution.

16 11.9.2 FGI shall perform all work in a sound and workmanlike manner and in
17 accordance with all plans and specifications approved by PSA. FGI shall not authorize a change
18 order with respect to such work which would have the effect of changing the design development
19 approval without first obtaining PSA's approval of the proposed change order. FGI shall
20 complete all work authorized by PSA free of any liens or claims and shall defend, indemnify and
21 hold PSA harmless from any such liens or claims.

22 11.9.3 When the work is substantially complete, FGI shall notify PSA and the
23 Parties shall inspect the work to develop a "punch list" inspection report which shall include all
24 items of work that are not fully complete or items of work which are defective. FGI shall cause
25 all items on the "punchlist" to be completed or corrected and shall notify PSA when that work is
26 done. PSA and FGI shall then perform a reinspection of the work to determine if all "punchlist"
27 work has been completed. If any of the "punchlist" work is not completed, then FGI shall
28 promptly complete the "punchlist" work to PSA's reasonable satisfaction and notify PSA.

29 11.9.4 If work to be performed by FGI includes installing a new operating
30 system, or a major component of an operating system, PSA may require the use of a

1 commissioning consultant to review the installation, to start up the system, and to prescribe
 2 operating and maintenance standards. The cost of the commissioning consultant shall be paid by
 3 FGI.

4 11.10 Exemption From Public Works Requirements

5 All work (including without limitation work, construction, alteration,
 6 maintenance, repair, replacement, and improvement) provided under this Lease by FGI or any
 7 contractor of FGI or any direct or indirect subcontractor of any such contractor, and all supplies,
 8 materials, equipment and other personal property provided by FGI or any contractor of FGI or
 9 any direct or indirect subcontractor of any such contractor or any material supplier or leased
 10 equipment supplier of FGI or any such contractor or subcontractor, is exempt from all public
 11 contracting and related requirements, including without limitation requirements related to public
 12 works, public bidding, or public procurement, to the fullest extent permitted by the Act or other
 13 applicable Law.

15 SECTION 12 DAMAGE OR DESTRUCTION

16 12.1 Damage or Destruction

17 From and after the Completion Date, in the event of damage to or destruction of
 18 the Project Improvements, FGI shall promptly give PSA notice of such damage or destruction
 19 and, within thirty (30) days after the occurrence of such damage or destruction, commence
 20 reasonable efforts to effect the repair and reconstruction of the Project Improvements to
 21 substantially the same condition and form as prior to the damage or destruction. The repair or
 22 reconstruction of any damage or destruction (collectively "Restoration") shall be made in
 23 compliance with then existing Laws

24 12.1.1 In the event the Restoration is intended to restore the Premises to its
 25 design immediately prior to the damage or destruction (with only non-material differences which
 26 would not constitute a change to the design development level plans and specification) and the
 27 cost of the Restoration exceeds \$5,000,000, Indexed, then FGI shall first obtain PSA's approval
 28 of design development level plans and specifications for the Restoration pursuant to Section 11.9
 29 as if such Restoration were Major Maintenance. In the event the Restoration is intended to
 30 restore the Premises to something materially different than its design immediately prior to the

1 damage or destruction (i.e. that would constitute a change to the design development level plans
2 and specification) and cost of the Restoration exceeds \$300,000, Indexed, then FGI shall first
3 obtain PSA's approval of design development level plans and specifications for the Restoration
4 pursuant to Section 11.9 as if such Restoration were Modernization. Other than as provided in
5 the preceding two sentences, i.e. if the cost of the Restoration is \$5,000,000 or less, or \$300,000
6 or less, respectively, PSA's approval is not required.

7 12.1.2 Insurance proceeds up to \$5,000,000, Indexed, shall be paid to FGI to
8 effect the Restoration of the Project Improvements. Insurance proceeds in excess of \$5,000,000
9 shall be paid to the Trustee of Insurance to be disbursed in accordance with this Section 12. PSA
10 shall cooperate with FGI in FGI's filing of an insurance claim on account of any insured damage
11 or destruction to the Premises. Any settlement with the insurance carrier relating to damage in
12 excess of \$5,000,000 shall require the reasonable approval of both PSA and FGI, and if they
13 cannot agree, then the dispute shall be submitted to Dispute Resolution.

14 12.1.3 If the available insurance proceeds plus the amounts then remaining in the
15 Capital Improvements Account and the Naming Rights Account are not sufficient, as reasonably
16 determined by FGI, to cover the cost of all labor, materials and other construction costs, direct
17 and indirect (including, but not limited to, overhead charges, contractors' fees, architects' fees,
18 payroll and social security charges and taxes) to complete the Restoration to a design condition
19 consistent with the design condition of the Project prior to the damage or destruction (except as
20 otherwise provided in Section 12.1.1), FGI shall either be responsible for payment of such
21 shortfall or, if applicable, deposit the amount of such shortfall with the Trustee of Insurance, if
22 one is required, prior to the commencement of any construction work. Any additional amounts
23 estimated to complete the Restoration, after taking into account the available insurance proceeds,
24 shall firstly be paid to FGI or deposited with the Trustee of Insurance, as applicable, by PSA
25 from the funds available in the Capital Improvements Account and secondly, be used by FGI or
26 deposited with the Trustee of Insurance, as applicable, from the funds then available in the
27 Naming Rights Account. FGI or the Trustee of Insurance, as applicable, shall be deemed to have
28 expended funds for Restoration in the following order: (i) available insurance proceeds, (ii)
29 funds from the Capital Improvements Account, (iii) and funds from the Naming Rights Account,
30 and (iv) funds deposited by FGI to cover any shortfall, (collectively "Restoration Proceeds"). In

1 the event that there are Restoration Proceeds that prove to be inadequate, FGI shall pay the
 2 additional costs required to complete the Restoration. If the Restoration Proceeds are in excess
 3 of the cost of the Restoration, the excess shall be repaid first to FGI until the amounts used from
 4 (iv) above have been repaid in full, and secondly to PSA until the amounts used from (iii) and
 5 (ii) above, in that order, have been repaid in full. *If any insurance proceeds remain unspent, they*
 6 shall be deposited into the Naming Rights Account.

7 12.1.4 FGI shall diligently commence and continuously carry out the Restoration
 8 to full completion as soon as possible, except to the extent of delays due to Force Majeure. FGI
 9 shall obtain all permits and authorizations required by Governmental Authorities with respect to
 10 any Restoration. The Restoration shall be performed by a duly licensed, bondable, and qualified
 11 general contractor approved of by PSA. All construction work shall be carried on in accordance
 12 with plans and specifications prepared by a licensed architect, engineer or other design
 13 professional approved by PSA if such a professional is reasonably required, given the scope and
 14 nature of the work.

15 12.1.5 The Restoration Proceeds with respect to damage or destruction in excess
 16 of \$5,000,000 shall be made available to FGI by the Trustee of Insurance as the work progresses.
 17 The funds shall be made available by the Trustee of Insurance to pay for work and materials to
 18 the extent completed and delivered (calculated on the basis of the percentage of the total work
 19 and materials to be completed and delivered, and subject to a retention of five percent (5%) until
 20 the work is finally complete). The Trustee of Insurance shall also require FGI to supply in form
 21 satisfactory to the Trustee of Insurance evidence of application of funds and payment for all labor
 22 and material relating to the construction. The Trustee of Insurance shall disburse the Restoration
 23 Proceeds using procedures for the disbursement of construction loans followed by commercial
 24 banks in Seattle, Washington.

25 12.2 Damage or Destruction at End of Term

26 If at any time after the first twenty-five (25) Lease Years, including any Extension
 27 Periods, damage or destruction to the Project Improvements occurs and the cost of repairing,
 28 restoring, replacing or rebuilding the damage or destruction exceeds twenty-five percent (25%)
 29 of the original cost of the Project Improvements, Indexed, then FGI may elect to terminate this
 30 Lease. In the event FGI so elects, FGI shall give notice to PSA of its election within ninety (90)

1 days after the date of such damage or destruction and the Lease shall terminate as of the date of
2 the notice. In that event, all of the proceeds of any applicable insurance policies including the
3 deductibles shall be immediately distributed to PSA. If the damage is of a lesser amount, such
4 that FGI does not have the right to terminate this Lease, or if FGI elects not to terminate this
5 Lease, then FGI shall be obligated to complete the Restoration as required by Section 12.1, and if
6 the Restoration cannot reasonably be completed during the remaining Term, then the Term shall
7 be extended for the lesser of: the amount of time necessary to complete the Restoration or two
8 (2) Lease Years.

9 12.3 No Rent Adjustment

10 Except as provided in Section 12.2 above, this Lease and the Term shall not
11 terminate because of damage to or destruction of the Project Improvements. The obligation to
12 pay Rent shall not be affected.

13 12.4 Development Period

14 Prior to the Completion Date, damage or destruction of the Project Improvements,
15 shall be governed by the Development Agreement.

16
17 SECTION 13 INSURANCE

18 13.1 Securing of Insurance Coverage

19 FGI shall procure and maintain, or cause to be procured and maintained, during
20 the entire Term the insurance described in this Section 13. Policy limits and coverages (other
21 than the policies described in Sections 13.2.2 and 13.2.3) shall be reviewed every five (5) years
22 by PSA and FGI and shall be adjusted by PSA and FGI in their reasonable judgment to reflect
23 inflation or deflation, changes in coverage customarily obtained for properties comparable to the
24 Project, and other relevant factors, with any disputes being decided pursuant to Dispute
25 Resolution. Policy limits and coverages on the policies described in Sections 13.2.2 and 13.2.3
26 shall be reviewed every five (5) years by PSA and FGI, or in the case of the policy described in
27 13.2.3, at any time that the amount of coverage is determined pursuant to Section 13.2.3(b), and
28 such policy limits and coverages shall be adjusted by PSA and FGI in their reasonable judgment
29 to reflect changes in coverage customarily obtained for properties comparable to the Project, and
30 other relevant factors, with any disputes being decided pursuant to Dispute Resolution. By not

1 later than the date the policies are required to be in effect pursuant to Section 13.2, FGI shall
2 provide PSA certificates of insurance from the companies issuing policies providing the required
3 insurance stating that such coverage is in effect. Copies of required insurance policies procured
4 by FGI shall be provided to PSA upon request. To the extent allowed by applicable law, FGI
5 may provide some or all of the insurance required by Section 13 under blanket type policies
6 covering the Project and other property owned by FGI or an Affiliate of FGI. FGI's procurement
7 of the insurance required under this Section 13 shall in no manner affect or limit FGI's
8 indemnification obligations pursuant to Section 15.2. In the event of an insured loss, FGI shall
9 be responsible for paying all deductibles.

10 13.2 Types of Required Insurance

11 From the Commencement Date and throughout the Term, FGI shall secure and
12 maintain insurance covering the Exhibition Hall and Parking Facilities, and from the Completion
13 Date and throughout the remaining Term, FGI shall secure and maintain insurance covering the
14 Stadium as follows:

15 13.2.1 Commercial general liability insurance, in combination with umbrella or
16 excess liability policies, which together will provide limits of not less than \$25,000,000 each
17 occurrence and annual aggregate including the following specific coverages relating to the
18 Premises:

19 13.2.1.1 Coverage A - Bodily injury and property damage for premises and
20 operations liability, including products and completed operations, and blanket contractual;

21 13.2.1.2 Coverage B - Personal and advertising injury liability;

22 13.2.1.3 Liquor liability endorsement for the serving and selling of
23 alcoholic beverages; and

24 13.2.1.4 Business auto coverage for owned, hired, leased and non-owned
25 vehicles, used by FGI in connection with the use, management and operation of the Premises,
26 which in combination with umbrella or excess liability policies provide limits of not less than
27 \$25,000,000 each accident, combined bodily injury and property damage.

28 13.2.2 Commercial property insurance, special perils coverage (I.S.O., 1991
29 Edition, as amended) property insurance covering the Project Improvements against all risk of
30 direct physical loss (other than due to earthquake and flood, which shall be governed by

1 Section 13.2.3) during the Term in an amount not less than one hundred percent (100%) of the
2 replacement cost.

3 13.2.3 Earthquake and flood insurance covering the Project Improvements
4 against all direct physical loss due to earthquake and flood during the Term, in an amount equal
5 to the lesser of: (a) forty percent (40%) of the hard construction Project Costs, Indexed, or such
6 lesser amount as may be concluded in a "probable maximum loss" study prepared by a
7 consultant who is proposed by FGI and is reasonably acceptable to PSA (and in the event the
8 conclusion of the PML study is a range, then the mid-point of the range shall be used), or (b)
9 whatever amount of coverage which can be purchased with a premium of \$200,000, Indexed, in
10 any Lease Year (assuming a 2% deductible).

11 13.2.4 After the Completion Date, during any period of construction or
12 renovation of any Project Improvements in excess of \$5,000,000, Indexed, in addition to the
13 other coverages required under this Section 13, standard "all risk" builder's risk insurance
14 (including, without limitation, coverage against collapse), written on a completed value basis, in
15 an amount not less than the projected total cost of construction or renovation of such Project
16 Improvements as reasonably estimated by FGI's architect and as approved by PSA not more than
17 sixty (60) days prior to the commencement of construction or renovation.

18 13.2.5 Workers' compensation and employer's liability insurance covering all
19 Persons employed by FGI at or in connection with the Premises, in compliance with applicable
20 State and Federal Laws.

21 13.3 Terms of Insurance

22 Except to the extent Self-Insured as provided in Section 13.9, the policies required
23 under Section 13.2 shall:

24 13.3.1 Be written as primary policies not contributing with and not in excess of
25 coverage that PSA may carry.

26 13.3.2 Name PSA and PSA Related Persons as additional insureds.

27 13.3.3 Expressly provide that PSA shall not be required to give notice of
28 accidents or claims and that PSA shall have no liability for premiums.

29 13.3.4 Provide that such policies shall not be renewed, canceled, or materially
30 modified without thirty (30) days' prior written notice to PSA.

1 13.3.5 Be issued by an insurer of recognized standing, rated "A-VIII" or better as
2 established by Best's Rating Guide or an equivalent rating issued by such other publication of a
3 similar nature as shall be in current use, and licensed to do business in the State of Washington,
4 or be otherwise acceptable to PSA.

5 13.3.6 For Commercial general liability insurance, be written on an "occurrence"
6 basis, rather than on a "claims made" basis.

7 13.3.7 Provide that the insurer waives subrogation as to any rights to recovery
8 resulting from the PSA and PSA Related Persons.

9 13.4 PSA's Acquisition of Insurance

10 If at any time during the Term, FGI fails to procure or maintain insurance required
11 under this Lease, or to pay the premiums for such insurance, PSA shall have the right but not the
12 obligation after ten (10) Business Days' prior written notice to FGI to procure the insurance and
13 to pay any and all premiums for such insurance. Any amounts paid by PSA in connection with
14 the acquisition of insurance shall be immediately due and payable as additional Rent, and FGI
15 shall pay to PSA upon demand the full amount paid by PSA, together with Economic Interest.
16 The ten-day notice requirement in this Section 13.4 shall satisfy the ten-day notice requirement
17 in Section 22.1.1 of this Lease.

18 13.5 Waiver of Subrogation

19 FGI and PSA and their respective Related Persons release and relieve each other from
20 any and all liability or responsibility and waive their entire right of recovery for any loss or
21 damage to the Premises or personal property on the Premises, caused by fire or any other insured
22 peril, even if the fire or other casualty was caused by the fault or negligence of either FGI or PSA
23 or their Related Persons. FGI and PSA shall have their respective insurers endorse the applicable
24 insurance policies to reflect the foregoing waiver of recovery and subrogation, provided,
25 however, that the endorsement shall not be required if the applicable policy of insurance permits
26 the named insured to waive rights of subrogation on a blanket basis, in which case the blanket
27 waiver shall be acceptable.

28 13.6 Restoration Proceeds Held in Trust

29 All Restoration Proceeds that are required to be delivered to the Trustee of
30 Insurance shall be held in trust and applied as follows:

1 13.6.1 First, for the purpose of defraying the cost of repairing, restoring,
2 replacing and/or rebuilding any Project Improvement as provided in Section 12 of this Lease; and

3 13.6.2 Second, if any funds remain, the funds shall be disposed of as provided in
4 Section 12.1.4.

5 13.7 Application of Restoration Proceeds

6 The Trustee of Insurance shall apply the Restoration Proceeds to the cost of the
7 work upon receipt of a certificate of progress and/or completion in form satisfactory to the
8 Trustee of Insurance issued by the architect in charge of the work. Upon completion of the
9 construction, and the full payment therefor (so no liens, encumbrances or claims with respect
10 thereto can be asserted against the Premises, this Lease, PSA or FGI), any Restoration Proceeds
11 held by the Trustee of Insurance with, and not used for Restoration, shall be distributed in
12 accordance with Section 12.1.4.

13 13.8 Powers and Duties of Trustee of Insurance

14 13.8.1 The Trustee of Insurance shall be an Institution with an office located in
15 Seattle, Washington with authority to hold escrowed funds. The Trustee of Insurance shall be
16 agreed upon by PSA and FGI, but if they are unable to agree, the Trustee of Insurance shall be
17 designated by the Presiding Judge of the Superior Court of the State of Washington for King
18 County. Upon occurrence of loss covered by insurance, FGI shall deliver the applicable
19 insurance policy to the Trustee of Insurance. The Trustee of Insurance shall receive in trust the
20 proceeds of physical property damage insurance and make disbursements thereof as provided in
21 Sections 12 and 13.6, as applicable. The Trustee of Insurance shall recognize that one of the
22 primary objectives of the Parties is to ensure that disbursements of funds held by the Trustee of
23 Insurance will be paid in a manner which will mitigate against the imposition of liens or
24 encumbrances upon the Premises. Receipt and disbursement of other types of insurance
25 proceeds shall be made in accordance with this Lease, or as otherwise approved by PSA and FGI,
26 and may be undertaken by the Trustee of Insurance upon the written agreement with PSA and
27 FGI.

28 13.8.2 The Trustee of Insurance shall not be responsible for the collection of any
29 proceeds or the failure or refusal of any insurance company or third Person from whom proceeds
30 may be due to pay the same. However, the Trustee of Insurance, in case of failure or refusal of

1 any insurance company or third person to pay any policies or money due, shall use all proper and
 2 legal means in conjunction and cooperation with PSA and FGI to recover the sums due, but at
 3 the expense of FGI, to be reimbursed from the insurance proceeds.

4 13.8.3 All the fees and charges of the Trustee of Insurance shall be shared equally
 5 by PSA and FGI. The Trustee's fee shall be based on its then current annual minimum fee plus
 6 out-of-pocket expenses. Administrative time is to be charged at the then prevailing hourly rate
 7 for such service.

8 13.8.4 If the Trustee of Insurance should merge into any other Institution or
 9 change its corporate name or should transfer its trust business to any other Institution, the
 10 successor Institution shall succeed to all the powers, duties and authority given to Trustee of
 11 Insurance hereunder.

12 13.8.5 The Trustee of Insurance may resign upon giving thirty (30) days' notice
 13 in writing to PSA and FGI of its desire to resign. Upon receipt of written notice, or if the Trustee
 14 of Insurance refuses to serve, PSA and FGI shall promptly mutually agree upon a successor or
 15 alternate Trustee of Insurance and, in the event they are unable to agree upon a successor or
 16 alternate trustee during the thirty (30) days, either PSA or FGI may apply to the Presiding Judge
 17 of the Superior Court of the State of Washington for King County, to name a successor Trustee
 18 of Insurance, which shall be an Institution. The appointment of the successor Trustee of
 19 Insurance shall be binding upon both PSA and FGI. The successor Trustee of Insurance shall be
 20 entitled to receive from the former Trustee of Insurance all securities or moneys or policies held
 21 by it, and shall be vested with all the rights and powers conferred upon the original Trustee of
 22 Insurance.

23 13.8.6 The Trustee of Insurance shall invest any insurance proceeds received as
 24 directed in writing jointly by PSA and FGI. If PSA and FGI cannot agree to the investments to
 25 be made, the Trustee of Insurance may invest the funds in one or more of the following types of
 26 bonds and securities:

27 13.8.6.1 Bills, certificates, notes or bonds of the United States;

28 13.8.6.2 Other obligations of the United States or its agencies;

29 13.8.6.3 Obligations of any corporation wholly owned by the Government
 30 of the United States;

1 13.8.6.4 Indebtedness of the Federal National Mortgage Association; or

2 13.8.6.5 Time deposits in commercial banks

3 In making investments in one or more types of bonds and securities, the Trustee of Insurance
4 shall be mindful of the probable necessity of payments from time-to-time of portions of the
5 insurance proceeds and shall select investments with appropriate maturities. Income from the
6 investments shall be treated as part of the insurance proceeds held by Trustee of Insurance.

7 13.8.6.6 No Trustee of insurance shall be required if the total amount of
8 Restoration Proceeds payable in connection with any damage or destruction is \$5,000,000 or
9 less, Indexed. In such event, the insurance proceeds shall be paid directly to FGI, and shall be
10 held and disbursed by FGI for reconstruction in the manner required of the Trustee of Insurance.

11 13.9 Self-Insurance

12 FGI shall have the right to Self-Insure for any or all insurance required in this
13 Section 13. In the event FGI elects to Self-Insure, FGI shall provide PSA with a Certificate of Self-
14 Insurance specifying the FGI Affiliate undertaking the Self-Insurance, and the coverage and extent
15 of Self-Insurance.

16 13.9.1 "Self-Insure" shall mean that FGI or an FGI Affiliate is itself acting as
17 though it were the insurance company providing the insurance required under the provisions
18 hereof and FGI or the FGI Affiliate shall pay any amounts due in lieu of insurance proceeds
19 because of Self-Insurance, which amounts shall be treated as insurance proceeds for all purposes
20 under this Lease.

21 13.9.2 All amounts which FGI or the FGI Affiliate pays or is required to pay and
22 all loss or damages resulting from risks for which FGI has elected to Self-Insure shall be subject
23 to the waiver of subrogation provisions of Section 13.5.

24 13.9.3 FGI's right to Self-Insure and to continue to Self-Insure is conditioned
25 upon and subject to FGI or the FGI Affiliate having a net worth of at least Five Hundred Million
26 Dollars (\$500 million), Indexed every five years, and FGI providing an audited financial
27 statement, prepared in accordance with generally accepted accounting principles, to PSA by May
28 1 of every year in which FGI Self-Insures, which confirms that FGI or the FGI Affiliate has the
29 required net worth.

1 SECTION 14 CONDEMNATION

2 14.1 Total Taking

3 In the event of the taking or condemnation by any authority for any public use or
4 purpose (a "Taking") of the whole of the Premises at any time during the Term:

5 14.1.1 The Term shall end as of the date of possession by the condemning
6 authority, and all Rent and other payments shall be prorated as of the date of possession.

7 14.1.2 If the condemning authority is neither the State nor any State agency, then
8 the condemnation award shall be first applied to fully pay any damages, including any relocation
9 costs, of FGI, any sub-tenant of FGI, or any other user of the Project, second to retire any
10 outstanding original Bonds in full, third to repay a ratable proportion of PSL Proceeds, and
11 fourth to repay the FGI Contribution as defined in the Development Agreement. "Ratable
12 proportion of PSL Proceeds" means the original PSL Proceeds collected by PSA pursuant to the
13 Development Agreement reduced by one-thirtieth (1/30th) per Lease Year from the Completion
14 Date. If the condemning authority is the State or any agency of the State, then any outstanding
15 Bonds shall be retired only after all the other payments have been made. In either event after the
16 respective foregoing payments have been made, any remaining amounts from the condemnation
17 award shall be paid to the PSA, except that the award for attorneys' fees and other costs shall be
18 shared by the Parties in proportion to the reasonable attorneys' fees of both outside and inside
19 counsel paid by each party on account of the condemnation proceedings.

20 14.1.3 Any Taking which renders the Stadium functionally or economically
21 unusable shall be deemed a Total Taking. However, if such a Taking does not also render the
22 Exhibition Hall or the Parking Facilities functionally or economically unusable, then only the
23 percentage of outstanding original Bonds equal to the percentage of the original Project Costs
24 allocated to the Project Improvements which are rendered functionally or economically unusable
25 shall be repaid ahead of the FGI Contribution.

26 14.2 Substantial Taking

27 As used in this Section, a Substantial Taking means a Taking of materially all of
28 the Premises where the remaining part of the Premises not so taken cannot be adequately
29 restored, repaired or reconstructed to a usable exhibition hall, parking facility and stadium. In

1 the event of a Substantial Taking, then the condemnation shall be treated as a Total Taking under
2 Section 14.1.

3 14.3 Partial Taking

4 In the event of a Taking which is not a Total Taking or a Substantial Taking (a
5 "Partial Taking"):

6 14.3.1 The Term shall continue and Rent determined in accordance with
7 Section 5.1.2 (including specifically Section 5.1.2.1) may be equitably reduced to reflect reduced
8 Reasonable PSA Operating Expenses in light of any reduction in PSA responsibilities. There
9 shall be no abatement of Rent if a portion of the Premises is taken but the income-generating
10 capacity of the Premises is not affected.

11 14.3.2 The award from a Partial Taking shall be distributed first to FGI for the
12 restoration and repair of the Improvements as provided in 14.3.3, then pursuant to Section 14.1.2
13 to the extent relevant.

14 14.3.3 As to the portion of the Premises not taken in the condemnation
15 proceeding, FGI shall proceed diligently to make an adequate restoration, repair or reconstruction
16 of the part of the Premises not taken. FGI shall restore, repair or reconstruct the Premises, to the
17 extent practicable, to a functional unit of substantially the same usefulness, design, construction,
18 quality, and to a condition having the same income-generating capability of the Premises prior to
19 the Taking. In connection with such restoration, repair, and reconstruction, FGI shall comply
20 with the provisions of Section 12 regarding Restoration as if occurring after an event of damage
21 or destruction.

22 14.4 Degree of Taking

23 If the Parties cannot agree on whether the Taking is a Partial Taking or a
24 Substantial Taking, the degree of the Taking shall be determined by Dispute Resolution.

25 14.5 Successive Takings

26 In case of any additional Partial Taking or Takings from time-to-time, the
27 provisions of Section 14.3 shall apply to each Partial Taking.

28 14.6 Temporary Taking

29 If the whole or any part of the Premises or of FGI's interest under this Lease be
30 taken or condemned by any competent authority for its temporary use or occupancy ("Temporary

Taking"), FGI shall continue to pay the full amounts of Rent, and all Impositions and other sums payable by FGI under this Lease. FGI shall maintain sufficient business interruption insurance, or at its election Self-Insure, in order to cover Rent (including, without limitation, Percentage Rent), Impositions and other sums payable by FGI under this Lease during the period of Temporary Taking. This Lease shall continue and, except only to the extent that FGI may be prevented from so doing pursuant to the terms of the order of the condemning authority, FGI shall perform and observe all of its other terms, covenants, conditions and obligations under this Lease, as though the Taking had not occurred. In the event of any Temporary Taking, FGI shall be entitled to receive the entire amount of any award made for the Taking, whether paid by way of damages, rent or otherwise, unless the period of temporary use or occupancy shall extend to or beyond the expiration date of the Term of this Lease, in which case the award shall be prorated between PSA and FGI as of the date of expiration of the Term.

14.7 Insurance Trustee

To the extent FGI is obligated to repair or restore under this Section, and the condemnation proceeds awarded exceed \$5,000,000, Indexed, such proceeds shall be deposited with the Trustee of Insurance who shall act in accordance with the terms of Section 13. If the condemnation proceeds are less than \$5,000,000, Indexed, no Trustee of Insurance shall be required and all condemnation proceeds awarded shall be paid directly to FGI and shall be disbursed by FGI in the manner required by the Trustee of Insurance.

14.8 Development Period

This Section shall apply to condemnation on or after the Completion Date. Prior to the Completion Date, condemnation will be governed by the Development Agreement.

SECTION 15 INDEMNIFICATION

15.1 FGI's Obligation

FGI shall defend, indemnify and hold harmless PSA and PSA Related Persons from and against any and all liabilities, losses, obligations, penalties, fines, damages, claims, suits, costs, remediation costs, and expenses including, without limitation, attorneys' fees (collectively, "Damages") which may be imposed upon, incurred by, or asserted against PSA or any PSA Related Person arising out of any negligent conduct, act, or omission, or willful

1 misconduct, of FGI or any FGI Related Person or any of their respective contractors,
2 subcontractors, concessionaires, licensees, or invitees, or FGI's breach of this Lease, the
3 Development Agreement or any of the other Related Agreements. Notwithstanding the
4 foregoing, the above indemnification shall apply to PSA only in its capacity as landlord under
5 this Lease. FGI shall not indemnify PSA for any items which PSA is required to indemnify FGI
6 against, including, without limitation, indemnities of PSA, if any, contained in this Lease or the
7 Development Agreement. The obligations of FGI under this Section 15.1 shall not in any way be
8 affected or limited by the absence in any case of insurance coverage or by the failure or refusal of
9 any insurance carrier to perform any obligation on its part to be performed under insurance
10 policies affecting the Premises.

11 15.2 PSA's Obligation

12 PSA shall defend, indemnify and hold harmless FGI and FGI Related Persons
13 from and against any and all liabilities, losses, obligations, penalties, fines, damages, claims,
14 suits, costs, remediation costs, and expenses including, without limitation, attorneys' fees
15 (collectively, "Damages") which may be imposed upon, incurred by, or asserted against FGI or
16 any FGI Related Person arising out of any negligent conduct, act, or omission, or willful
17 misconduct, of PSA or any PSA Related Person or any of their respective contractors,
18 subcontractors, concessionaires, licensees, or invitees, or PSA's breach of this Lease, the
19 Development Agreement or any of the other Related Agreements. Any such indemnification is
20 not a Reasonable PSA Operating Expense. Notwithstanding the foregoing, the above
21 indemnification shall apply to FGI only in its capacity as tenant under this Lease. PSA shall not
22 indemnify FGI for any items which FGI is required to indemnify PSA against, including, without
23 limitation, indemnities of FGI, if any, contained in this Lease or the Development Agreement.
24 The obligations of PSA under this Section 15.2 shall not in any way be affected or limited by the
25 absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to
26 perform any obligation on its part to be performed under insurance policies affecting the
27 Premises.

28 15.3 Procedure

29 If any claim, action, or proceeding is made or brought against a Party or any of
30 that Party's Related Persons (the "Indemnified Party") for the recovery of Damages for which the

other Party (the "Indemnifying Party") is obligated to indemnify, upon demand by the Indemnified Party, the Indemnifying Party, at its cost and expense, shall defend such claim, action, or proceeding in the name of the Indemnified Party by the attorneys for the Indemnifying Party's insurance carrier (if such claim, action, or proceeding is covered by insurance), or by such attorneys as the Indemnifying Party shall select subject to the reasonable approval of the Indemnified Party. Notwithstanding the foregoing, after notice to the Indemnifying Party, the Indemnified Party shall have the right to appear, defend, or otherwise take part in such claim, action, or proceeding, at the election the Indemnified Party, by counsel of the Indemnified Party's own choosing, at its own expense

15.4 Limitations on PSA Liability

In the event that FGI recovers a money judgment against PSA on account of PSA's conduct under the terms of this Agreement, the judgment will not attach to and FGI may not recover from funds which are operating funds of PSA reasonably necessary for PSA's operations and the judgment will attach to and be recoverable only from other funds of PSA, including funds generated by transfers of PSA property rights and reserves for future operating expenses.

SECTION 16 INSPECTION OF PREMISES

16.1 PSA's Right to Inspect

The Parties acknowledge that PSA has an ongoing right to oversee FGI's performance of its obligations under this Lease throughout the Term. It will be necessary for PSA to periodically inspect the Premises to be certain that it is being maintained in a manner consistent with the requirements of this Lease. PSA shall have the reasonable right to inspect the Premises, as frequently as it deems necessary, at reasonable times, but in any case in a manner which is not intrusive or disruptive of FGI's operations. If any mutually-convenient time cannot be agreed to by the Parties, PSA shall be entitled to provide FGI with written notice of an inspection date and not later than five (5) Business Days after receipt of such notice, FGI shall be required to allow PSA to proceed with its inspection of the Premises, and cooperate with and assist PSA during the course of the inspection.

1 16.2 Scope of Inspection.

2 PSA shall have the right to inspect the entire Premises and FGI's maintenance
3 books and records. FGI shall provide PSA access to the Premises to conduct inspections and
4 shall cooperate fully with PSA in its conducting such inspections. In the course of its
5 inspections, PSA may hire mechanical, structural or electrical engineers, or other experts to assist
6 in making a determination that the Premises is being maintained as required by this Lease. The
7 reasonable costs of any inspection, including the cost of any engineers or experts retained by
8 PSA, shall be a Reasonable PSA Operating Expense.

9 16.3 Right of Entry.

10 In addition to the rights granted under Section 16.1 and 16.2, PSA and its agents
11 and representatives, with notice to FGI, during the Term, shall have rights of access and entry
12 into and upon the Premises, provided any such entry does not unreasonably interfere with FGI's
13 operations. PSA shall comply with all security provisions regarding access to the Premises. FGI
14 shall, as part of such security provisions, provide PSA access and shall cooperate fully with PSA
15 in its entry into and upon the Premises. PSA shall assume no duty or liability with respect to the
16 Premises or its maintenance as a result of such inspection. During the last two (2) years of the
17 Term or after an Event of Default, FGI shall permit the inspection of the Premises at reasonable
18 times and for reasonable periods by or on behalf of prospective tenants and prospective
19 purchasers.

20
21 SECTION 17 NAMING RIGHTS

22 17.1 IP Rights

23 "IP Rights" means all copyrights, trademarks, design patent rights and other
24 intellectual property rights and "naming rights" associated with the Project and its several Project
25 Elements for the period of the Term. Such exclusive-rights-include without limitation the right
26 during the Term to use, exploit, assign, license, sublicense and/or sell any or all of such IP
27 Rights, as well as the right to obtain and hold all common law and statutory copyright,
28 trademark, and design patent protection for such IP Rights. IP Rights include without limitation
29 the following:

1 17.1.1 The right to designate, and to change from time-to-time, a name which
2 will be the exclusive identifying name of:

3 17.1.1.1 The Project ("Project Naming Rights");

4 17.1.1.2 The Stadium ("Stadium Naming Rights");

5 17.1.1.3 The Exhibition Hall ("Exhibition Hall Naming Rights");

6 17.1.1.4 The Parking Facilities ("Parking Facilities Naming Rights"); and

7 17.1.1.5 Any part or component of any of the Stadium, Exhibition Hall, or
8 the Parking Facilities;

9 Project Naming Rights, Stadium Naming Rights, Exhibition Hall Naming Rights,
10 and Parking Facilities Naming Rights are each "Special Naming Rights"

11 17.1.2 Any "de facto" naming right through a program of advertising,
12 sponsorship, or any other contractual arrangement which results, for example, in the placement
13 of a company's name, logo, or product images in such a frequency and concentration in a given
14 area of the Premises that the average person is reasonably likely to identify that given area of the
15 Premises by the name of that company or by the name of its product.

16 17.1.3 The right to all visual images of the Project, and the right to create all such
17 visual images. Visual images of the Project include, subject to any rights of any artists, rights to
18 the visual images in the Project Art. Visual images include any representations or facsimiles
19 thereof and any graphic designs or logos based on any such visual image or images and any
20 derivative works therefrom.

21 17.2 FGI Rights

22 Throughout the Term, FGI shall have the exclusive right to and shall own (to the
23 exclusion of third parties, and, except as provided in Section 17.3, to the exclusion of PSA) all IP
24 Rights, and to retain for FGI all economic benefits therefrom, except for the right to sell Special
25 Naming Rights and enjoy any economic benefit therefrom.

26 17.3 PSA Limited Visual Image Rights

27 PSA reserves the right (although not to the exclusion of FGI) to utilize the visual
28 images of the Project described in Section 17.1.3 for non-commercial purposes (i.e., purposes for
29 which no revenue or other economic benefit is received by PSA, either directly or indirectly);

1 17.4 PSA Sale of Special Naming Rights

2 PSA reserves the exclusive right (to the exclusion of FGI) to sell Special Naming
3 Rights, as follows:

4 17.4.1 Authority To Sell Naming Rights

5 While FGI is not in breach of this Lease, FGI shall, as the exclusive agent
6 of PSA (to the exclusion of PSA), have the exclusive right to offer for sale all Special Naming
7 Rights.

8 17.4.2 Special Naming Rights Agreement. Any sale of Special Naming Rights
9 shall only occur only pursuant to a written agreement ("Special Naming Rights Agreement")
10 setting forth the price, payment terms, and any other terms for the sale of a Special Naming
11 Right.

12 17.4.3 Reasonable Approval by PSA. Any Special Naming Rights Agreement
13 proposed by FGI is subject to the reasonable approval of PSA as provided in Section 107 of the
14 Act, within thirty-five (35) days of the date when a proposed Special Naming Rights Agreement
15 is presented to PSA. PSA shall cooperate with FGI if FGI seeks pre-approval of any potential
16 Special Naming Rights Agreement or of any particular name or names or type or types or
17 category or categories of names. It shall not be reasonable to disapprove a Special Naming
18 Rights Agreement if the proposed name is similar to or consistent with the types of names of any
19 then current NFL Football Stadium, Major League Baseball Stadium, NBA Basketball Arena or
20 NHL Hockey Arena. In considering any Special Naming Rights Agreement, important emphasis
21 shall be given to maximizing the sales price of the Special Naming Rights because Special
22 Naming Rights Proceeds shall be used for Major Maintenance and Modernization of the Project,
23 and therefore fulfills a major public goal of this Lease.

24 17.4.4 Review and Comment by PSA Advisory Committee. Section 104 of the
25 Act provides that the PSA Advisory Committee shall review and comment on any proposed
26 Special Naming Rights Agreement (as well as this Lease). In the event that FGI proposes a
27 Special Naming Rights Agreement, then FGI must present that proposed Special Naming Rights
28 Agreement to the PSA Advisory Committee for its prior review and comment. No proposed
29 Special Naming Rights Agreement may be entered into unless the PSA Advisory Committee has
30 given prior review of and comment on the proposed Special Naming Rights Agreement or has

1 failed to give its review and comment within thirty (30) days of the presentation of the proposed
2 Special Naming Rights Agreement.

3 17.4.5 Use of Special Naming Rights Proceeds. Proceeds realized from the sale
4 of the Special Naming Rights, less any applicable taxes and reasonable out-of-pocket expenses
5 incurred by FGI in both (x) marketing and selling Special Naming Rights, including but not
6 limited to, fees, commissions, other sales expenses, reasonable attorneys' fees, travel costs, and
7 similar costs, and (y) in fulfilling its obligations under the Special Naming Rights Agreement,
8 including but not limited to, designing, constructing and erecting any signage, shall be paid into
9 the Naming Rights Account described in Section 11.6. To the extent that the sale of any Special
10 Naming Rights is part of a larger sponsorship package, FGI shall make a reasonable allocation of
11 the total consideration among its various components, and only that portion allocated to the sale
12 of Special Naming Rights will be subject to this Section 17.4.

14 SECTION 18 TAX AND FEE COLLECTION OBLIGATION

15 18.1 King County Taxes

16 King County is authorized by RCW 36.38.010 to levy a tax of up to 10% on
17 tickets for admission to events at the Project (the "Admissions Tax"), and by RCW 36.38.040 to
18 levy a tax of up to 10% on parking at the Project (the "Parking Tax"). FGI shall collect and remit
19 such Admissions Tax and Parking Tax as provided by Law and by any agreement with King
20 County. An uncured event of default under any Admissions Tax and Parking Tax collection
21 agreement with King County shall constitute an Event of Default under this Lease.

22 18.2 PSA Surcharge

23 PSA is authorized to impose a surcharge on tickets for events at the Project
24 pursuant to Section 13.2.3 of the Development Agreement. FGI shall collect and remit to PSA
25 such surcharge substantially in the manner which it collects and remits the Admissions Tax and
26 Parking Tax under Section 18.1.

27 18.3 Audit Right

28 PSA shall have the right to audit (generally as provided in Section 6.1.7) the
29 applicable records of FGI and Team to determine if FGI is in compliance with its obligations

1 under this Section 18.3. FGI shall fully cooperate with any such audit, and FGI shall cause Team
2 to fully cooperate with such audit.

3
4 SECTION 19 PSA COVENANTS

5 19.1 Quiet Enjoyment

6 Except as otherwise provided in this Lease or in the Development Agreement,
7 during the Term, FGI shall have exclusive control and possession of the Premises and PSA shall
8 have no liabilities, obligations or responsibilities whatsoever with respect to the Premises.
9 Provided FGI is not in default under this Lease, FGI, at all times during the Term, shall have the
10 right to peacefully and quietly have, hold and enjoy the Premises, subject to the terms of this
11 Lease and PSA will defend its title to the Project Site against all persons who may claim the
12 same. If any claims are asserted against PSA's title that disturbs or, if successful, would disturb
13 FGI's quiet and peaceable possession of the Premises, upon demand by FGI, PSA shall seek to
14 enforce the covenants of title in the warranty deed from King County as provided for in Section
15 64.04.030 of the Revised Code of Washington, and if requested by FGI, to assign such claim to
16 FGI as may be necessary in order for FGI to prosecute an action against King County on such
17 covenants of title. PSA shall cooperate with FGI in FGI's prosecution of any such claim.

18 19.2 No Liens

19 PSA shall neither grant nor suffer any liens or encumbrances against the Premises
20 which would be superior to this Lease.

21 19.3 No Charges or Fees

22 PSA shall not impose any charges or fees for the use of the Project, (including any
23 charges or fees which, but for this covenant, it is empowered to impose pursuant to
24 Section 105(5) of the Act), without the prior written consent of FGI, which consent or denial of
25 consent by FGI shall be in its sole discretion, and shall not be subject to Dispute Resolution. FGI
26 consents to the imposition of a surcharge on tickets for events at the Project solely as provided
27 in, for the purpose of, and subject to all of the limitations of, Section 13.2.3 of the Development
28 Agreement.

29

1 SECTION 20 REPRESENTATIONS AND WARRANTIES

2 20.1 By PSA

3 20.1.1 Authority, Binding Effect

4 PSA represents and warrants that PSA has full power and authority to
5 enter into this Lease and to perform all of its obligations under this Lease. PSA represents and
6 warrants that this Lease has been duly authorized by PSA and that the person(s) executing this
7 Lease on behalf of PSA have the power and authority to do so. PSA represents and warrants that
8 this Lease is binding on PSA and enforceable according to its terms.

9 20.1.2 Title

10 PSA represents and warrants that it owns the Premises in fee simple
11 subject only to the Permitted Exceptions described in attached Exhibit 20.1.2.

12 20.1.3 Limitation on Representations

13 Except for the representations and warranties set forth above, PSA makes
14 absolutely no other representation or warranties under this Lease or regarding the Premises. FGI
15 acknowledges that it is not relying on any representations or warranties of PSA other than those
16 set forth in this Section 20.1.

17 20.2 By FGI

18 20.2.1 Authority, Binding Effect

19 FGI represents and warrants that FGI has full power and authority to enter
20 into this Lease and to perform all of its obligations under this Lease. FGI represents and
21 warrants that this Lease has been duly authorized by FGI and that the person(s) executing this
22 Lease on behalf of FGI have the power and authority to do so. FGI represents and warrants that
23 this Lease is binding on FGI and enforceable according to its terms.

24 20.2.2 Limitation on Representations

25 Except for the representations and warranties set forth above, FGI makes
26 absolutely no other representations or warranties under this Lease. PSA acknowledges that in
27 executing this Lease, it is not relying on any representations or warranties of FGI other than
28 those set forth in this Section 18.2.

1 SECTION 21 SUBLETTING AND ASSIGNMENT

2 21.1 Subletting

3 FGI shall have the right to sublet all or any part of the Premises for any time or
 4 times during the Term for terms not to exceed the Term of this Lease. However, the subletting of
 5 all or substantially all of the Premises to a Person for substantially all of the remaining Term
 6 shall be considered an assignment of this Lease which shall be restricted pursuant to the
 7 provisions of Section 21.3. FGI shall not enter into a sublease other than a Qualified Sublease
 8 which extends beyond the Term of this Lease (unless by its terms, on termination of this Lease
 9 the sublease either terminates automatically or may be terminated without cost or penalty.) All
 10 subleases shall be in writing and shall be expressly subject to the terms of this Lease.

11 21.2 Limited Nondisturbance of Certain Sublessees

12 21.2.1 A "Qualified Sublease" is a booking agreement or license to use the
 13 Exhibition Hall or the Stadium which meets the following conditions:

14 21.2.1.1 The sublessee under the Qualified Sublease is not an Affiliate of
 15 FGI;

16 21.2.1.2 The Qualified Sublease is on commercially reasonable terms and
 17 conditions;

18 21.2.1.3 The event covered by the Qualified Sublease will occur within five
 19 (5) years of the effective date of the Qualified Sublease or any extension or renewal thereof; and

20 21.2.1.4 No payment shall be made to FGI more than one (1) year in
 21 advance of the event and, at FGI's option, (a) FGI shall provide to PSA a reasonable guaranty by
 22 a third-party guarantor with a net worth of at least \$10 million, or other readily realizable
 23 security, in the aggregate amount of 300% of the average advance payments held at any one time
 24 during the previous Lease Year, which shall be available to pay to PSA, in the event of a
 25 termination of the Lease by reason of a default by FGI, the amount of all advance payments to
 26 FGI for events not yet held at the time of the termination (to the extent such payments are not
 27 otherwise recovered by PSA), to be paid to PSA at the time of the holding of the event; or (b)
 28 any advance payment to FGI shall be promptly paid over to PSA to be returned to FGI upon the
 29 commencement of the event together with interest earned by PSA.

1 21.2.2 PSA will give a Qualified Sublease Nondisturbance, in the event the Term
2 ends prior to the event referred to in the Qualified Sublease. Upon the end of the Term all
3 Qualified Subleases shall be automatically assigned to PSA.

4 21.2.3 No sports team, party providing services at the Premises, no
5 concessionaire, and no advertiser, shall have any right to come upon or utilize the Premises or
6 any part of the Premises after the end of the Term (including but not limited to a termination
7 pursuant to Section 22), unless PSA elects, in its sole discretion, to give notice to the Team or
8 Allen authorizing one of the following:

9 21.2.3.1 The owner of the team which is a party to the Stadium Use
10 Agreement enters into an agreement with PSA, within ten (10) days after the end of the Term,
11 pursuant to which such owner or an Affiliate becomes the tenant under this Lease and accepts
12 and agrees to perform all of FGI's obligations under this Lease and agrees to maintain the
13 Stadium Use Agreement in effect; and in that event PSA will reinstate this Lease for the lesser
14 of: the balance of the Term or the remaining term of the Stadium Use Agreement; or

15 21.2.3.2 Allen enters into a full guarantee of all of FGI's obligations under
16 this Lease, within thirty (30) days after the end of the Term, for a period of time designated by
17 Allen, and in that event, PSA will reinstate this Lease with an entity designated by Allen as
18 master tenant for the period of the guaranty.

19 21.2.4 In the event of termination of this Lease for any reason, (except
20 termination after damage, destruction or condemnation under Sections 12 and 14) any sublessee
21 under a Qualified Sublease shall be entitled to continued occupancy in the Premises
22 ("Nondisturbance") in accordance with its Qualified Sublease as long as:

23 21.2.4.1 The Qualified Sublease is not terminated in accordance with its
24 terms (including termination for default upon expiration of all applicable periods to cure), and

25 21.2.4.2 The sublessee agrees in writing to attorn to PSA under the
26 applicable Qualified Sublease, and to such other terms and conditions as are customarily required
27 by mortgage lenders in similar circumstances.

28 21.2.5 Upon the request of FGI, PSA shall within a reasonable time execute,
29 acknowledge and deliver a nondisturbance agreement with any sublessee under a Qualified
30 Sublease setting forth the above terms.

1 21.3 Assignment

2 21.3.1 FGI shall not Transfer this Lease, the leasehold estate this Lease creates,
3 any of FGI's rights or interests under this Lease or any of FGI's rights or interests in the
4 Premises, in whole or in part; nor shall FGI's rights or interests under or in this Lease be
5 Transferred or assigned by operation of law or otherwise, except as provided below. The
6 assignee, purchaser or transferee of FGI's interest in this Lease is referred to as a "Transferee."
7 FGI shall have no right to make any Transfer of its rights under this Lease if FGI is then in
8 default under this Lease.

9 21.3.2 FGI may Transfer this Lease upon notice to PSA (without the consent of
10 PSA) to any Transferee which is an Affiliate of FGI, including any inter vivos or testamentary
11 trust or the estate or heirs of Allen, subject to Section 21.4.

12 21.3.3 FGI may Transfer this Lease upon notice to PSA (without the consent of
13 PSA) to any Transferee which, or an Affiliate of which, is also the transferee of at least the
14 controlling interest in Team, subject to Section 21.5.

15 21.3.4 Any other proposed Transfer requires the consent of PSA. PSA shall
16 consent to a Transfer by FGI in the event that the Transferee meets all of the following criteria in
17 PSA's reasonable judgment:

18 21.3.4.1 The Transferee has a net worth at the time of Transfer of the lesser
19 of (x) at least \$100,000,000, Indexed every five (5) years, or (y) sufficient net worth (as
20 determined by PSA in its sole discretion) to perform all of the obligations of FGI under the terms
21 of this Lease, and

22 21.3.4.2 The Transferee or its Management Company has Sufficient
23 Experience. "Sufficient Experience" means either:

24 (i) The Transferee or its Management Company has entered
25 into employment contracts with the key management employees of FGI; or

26 (ii) The Transferee or its Management Company or any of its
27 employees has managed or had substantial responsibility for management for at least five (5)
28 years in the aggregate (x) sports facilities used as the home venue for a Major League Baseball,
29 National Football League, National Basketball Association, or National Hockey League team (or
30 similar or successor major league franchise), and (y) exhibition halls of at least similar size to

1 the Exhibition Hall; has never been convicted of a felony, has never been terminated under a
2 management agreement or lease of facilities by reason of its default; and has a demonstrated
3 record of reasonable business success.

4 21.3.4.3 FGI shall give PSA written notice of a proposed Transfer sixty (60)
5 days prior to the effective date of the Transfer together with a copy of the Transfer agreement
6 executed by FGI and the proposed Transferee, and documentation reasonably sufficient to show
7 that the Transferee meets the criteria in Section 21.3.4.1 and 21.3.4.2.

8 21.3.5 Any Transferee must also assume in writing the obligations of FGI under
9 this Lease and the Person which executed the Master Lease Guaranty must execute a
10 reaffirmation of the Master Lease Guaranty or a Person with a net worth of not less than
11 \$100,000,000 must execute a replacement Master Lease Guaranty in identical form.

12 21.3.6 Without limiting the generality of the foregoing, no Transfer shall be
13 effective if any Event of Default exists under this Lease or unless and until the Transferee
14 assumes all the obligations of FGI hereunder accruing on and after the effective date of the
15 Transfer.

16 21.3.7 Without Transferring this Lease, FGI may hire an agent (a "Management
17 Company") to manage the Exhibition Hall and/or Parking Facilities and/or the Stadium provided
18 the Management Company satisfies the criteria specified in Section 21.3.4.2.

19 21.4 FGI Liability

20 Upon any Transfer pursuant to Section 21.3.2, but not 21.3.3 or 21.3.4, FGI shall
21 continue to be liable under the terms of this Lease, as a guarantor of the Transferee's
22 performance of its obligation under this Lease.

23 21.5 Rent Letter of Credit

24 21.5.1 Upon any Transfer pursuant to Section 21.3.3 or 21.3.4, Transferee shall
25 provide PSA with a standby letter of credit in the amount of at least the amount of the Rent paid
26 by FGI for the most recently completed Lease Year (the "Rent Letter of Credit"). The Rent
27 Letter of Credit shall be issued by a financial institution reasonably acceptable to PSA. The Rent
28 Letter of Credit shall be replaced annually by a new Rent Letter of Credit in the amount of at
29 least the amount of the Rent paid for the then most recently completed Lease Year so that at all

1 times during the remaining Term, PSA holds a Rent Letter of Credit which is in full force and
2 effect.

3 21.5.2 PSA may draw upon the Rent Letter of Credit at any time that there is a
4 Event of Default related to payment of Rent which Transferee has not cured within the time
5 period allowed under this Lease. PSA may also draw on the Rent Letter of Credit if Transferee
6 has not provided PSA with a replacement Rent Letter of Credit at least five (5) days prior to
7 expiration of the then existing Rent Letter of Credit. The Rent Letter of Credit will be payable
8 against PSA's presentation of a sight draft. If PSA draws against the Rent Letter of Credit, then
9 the amount of credit available to PSA under the Rent Letter of Credit shall be immediately
10 restored to the amount available prior to the draw.

11 21.6 Covenants Binding on Successors and Assigns

12 All of the terms, conditions and covenants of this Lease shall inure to the benefit
13 of and be binding upon the successors of the respective Parties.

14 21.7 Transfer

15 For purposes of this Lease, a "Transfer" shall include any sale, assignment,
16 pledge, conveyance, encumbrance, subcontract, delegation, or other disposition, whether direct
17 or indirect, voluntary or involuntary, of FGI's interest in this Lease. A Transfer shall also include
18 a Change of Control.

19 21.8 Change of Control

20 For purposes of this Lease, "Control" shall mean the power, directly or indirectly,
21 to direct or cause the direction of the management or policies of the tenant under this Lease, by
22 virtue of ownership of voting securities or otherwise. A "Change of Control" shall refer to a
23 change in the control of the tenant under this Lease, which shall be deemed to have occurred if:

24 21.8.1 Change of Control of FNW

25 "Change of Control of FNW" means a change in the Control of FNW,
26 whether through a single transaction or series of transactions, which shall be deemed to have
27 occurred if:

28 21.8.1.1 The Allen Ownership Group ceases to have Control of FNW;

21.8.1.2 FNW merges or consolidates with another entity, unless following the consummation of such transaction the Allen Ownership Group Controls the surviving entity; or

21.8.1.3 FNW sells or otherwise disposes of all or substantially all of the Team Assets to one or more persons or entities other than entities with respect to which the Allen Ownership Group has Control.

For purposes of this Section 21.8.1, the "Allen Ownership Group" means Allen, or any direct or indirect Affiliate of Allen, or any family member, heir, or trust of Allen, or any combination of Allen, any such Affiliates, family members, heirs and/or trusts;

21.8.2 Change of Control of Other Transferee

"Change of Control of Other Tenant" means a change in the Control of any Transferee other than a member of the Allen Ownership Group ("Other Transferee"), whether through a single transaction or series of transactions, which shall be deemed to have occurred if:

21.8.2.1 Affiliates of the Other Transferee at the time the Other Transferee became the Transferee under this Lease ("Other Transferee Affiliates") cease to have Control of the Other Transferee;

21.8.2.2 Other Transferee merges or consolidates with another entity, unless following the consummation of such transaction Other Transferee Affiliates Control the surviving entity; or

21.8.2.3 Other Transferee sells or otherwise disposes of all or substantially all of the business or assets of Other Transferee to one or more Persons other than Persons with respect to which the Other Transferee Affiliates have Control.

21.9 Unauthorized Transfer

If any right, title, or interest of FGI in this Lease, or Control of FGI, is Transferred in violation of the provisions of this Section 21, such Transfer shall be null and void and of no force or effect. Notwithstanding the foregoing, PSA shall have the right to collect from any such Transferee an amount equal to the amounts payable to PSA under this Lease.

1 21.10 Stock Legends

2 FGI shall cause all certificates of stock in FGI to be surrendered to FGI and shall
3 place on each such certificate a legend in the following form:

4 THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE
5 SUBJECT TO RESTRICTIONS SET FORTH IN THAT CERTAIN MASTER
6 LEASE DATED NOVEMBER 24, 1998 BETWEEN THE WASHINGTON
7 STATE PUBLIC STADIUM AUTHORITY AND THE CORPORATION AND
8 NONE OF SUCH SHARES, OR ANY INTEREST THEREIN, SHALL BE
9 TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT AS PROVIDED
10 IN SUCH MASTER LEASE. A COPY OF THE MASTER LEASE IS
11 AVAILABLE FOR INSPECTION WITHOUT CHARGE IN THE OFFICE OF
12 THE CORPORATION.

13
14 SECTION 22 DEFAULT

15 22.1 Event of Default

16 The occurrence of any of the following shall constitute an "Event of Default":

17 22.1.1 Failure of FGI to pay when due any payment owed to PSA, or to pay any
18 Imposition or any other payment required under this Lease when due (except as and to the extent
19 permitted under Section 10.2 of this Lease), or the failure to maintain any of the insurance
20 coverage required and the occurrence or failure continues for a period of ten (10) Business Days
21 after written notice of such failure or occurrence is given to FGI by PSA;

22 22.1.2 FGI being in breach of, or FGI failing to perform, comply with, or observe
23 any other term, covenant, warranty, condition, agreement or undertaking contained in or arising
24 under this Lease other than those referred to above in Section 22.1.1 and FGI fails to cure the
25 default within thirty (30) days after written notice thereof is given by PSA to FGI. However, if
26 the default is one which can be cured, but cannot be cured (without regard to the availability of
27 funds or the financial condition of FGI) within such 30-day period, and FGI proceeds promptly
28 and thereafter prosecutes with due diligence the curing of the default, then the time for curing of
29 the default shall be extended for the period of time necessary to complete the cure so long as

1 PSA's interest in the Premises will not be adversely affected by the delay in FGI's cure of such
2 default.

3 22.1.3 FGI being in breach of, or FGI failing to perform, comply with, or observe
4 any material term, covenant, warranty, condition, agreement or undertaking contained in or
5 arising under the Stadium Use Agreement and FGI fails to cure the default within thirty (30) days
6 after written notice thereof is given by Team to FGI. However, if the default is one which can be
7 cured, but cannot be cured (without regard to the availability of funds or the financial condition
8 of FGI) within such 30-day period, and FGI proceeds promptly and thereafter prosecutes with
9 due diligence the curing of the default, then the time for curing of the default shall be extended
10 for the period of time necessary to complete the cure so long as FGI's interest in the Stadium use
11 Agreement will not be adversely affected by the delay in FGI's cure of such default.

12 22.1.4 FGI making an assignment for the benefit of creditors, filing a petition in
13 bankruptcy, petitioning or applying to any tribunal for the appointment of a custodian, receiver or
14 any trustee for it or a substantial part of its assets, or commencing any proceedings under any
15 bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or
16 statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any
17 petition or application, or any proceeding shall have been commenced against FGI, in which an
18 order for relief is entered or which remains undismissed for a period of ninety (90) days or more;
19 or FGI by any act or omission indicating its consent to, approval of or acquiescence in any such
20 petition, application or proceeding or order for relief or the appointment of a custodian, receiver
21 or any trustee for it or any substantial part of any of its properties, or suffering any such
22 custodianship, receivership or trusteeship to continue undischarged for a period of ninety (90)
23 days or more;

24 22.1.5 FGI being generally unable to pay its debts as such debts become due;

25 22.1.6 FGI having concealed, removed, or permitted to be concealed or removed,
26 any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or
27 making or suffering a transfer of any of its property which may be fraudulent under any
28 bankruptcy, fraudulent conveyance or similar law; or suffering or permitting, while insolvent,
29 any creditor to obtain a lien upon any of its property through legal proceedings or distraint which
30 is not vacated within thirty (30) days from the date thereof; or

22.1.7 PSA being in breach of, or PSA failing to perform, comply with, or observe any term, covenant, warranty, condition, agreement or undertaking contained in or arising under this Lease and PSA fails to cure the default within ten (10) Business Days as to any monetary default and thirty (30) days as to any other default, after written notice thereof is given by FGI to PSA. However, if any nonmonetary default is one which can be cured, but cannot be cured (without regard to the availability of funds or the financial condition of PSA) within such 30-day period, and PSA proceeds promptly and thereafter prosecutes with due diligence the curing of the default, then the time for curing of the default shall be extended for the period of time necessary to complete the cure so long as FGI's interest in the Premises will not be adversely affected by the delay in PSA's cure of such default.

22.1.8 A default under the Development Agreement by FGI, but only if the Guarantor under the Completion and Payment Guaranty has also failed to perform under the Completion and Payment Guaranty.

22.2 Termination of Lease

In addition to all other rights and remedies available to PSA by law or equity, PSA may, at any time after the occurrence of any Event of Default by FGI, terminate this Lease by notice to FGI, and PSA may reenter upon and take possession of the Premises by self-help or other means. If either Party disputes whether an Event of Default has occurred, such dispute shall be resolved by Dispute Resolution. If a default asserted under Section 22.1 is contested by the Party asserted to be in default, the time for curing the default shall commence upon the rendering of the Dispute Resolution decision, or other resolution of the dispute. However, if part of the matter subject to Dispute Resolution is capable of performance to the extent not in dispute (e.g., the undisputed portion of monies owing), performance to the extent not in dispute shall be a condition precedent to the effectiveness of this Section 22.2.

22.3 Effect of Termination

Subject to the provisions of Section 21 (relating to Sublessees), upon termination of this Lease under Section 22.2, all rights and privileges of FGI and all duties and obligations of PSA hereunder shall terminate. Immediately upon the termination of the Lease, and without further notice to any other party, PSA shall have the right to assert, perfect, establish and confirm all rights to the Premises reverting to PSA by reason of the termination by any means permitted

1 by law, including the right to take possession of the Premises and to remove all personal property
2 from the Premises and all persons occupying them except Sublessees with Nondisturbance as
3 permitted under this Lease. PSA may in all respects take the actual, full and exclusive
4 possession of the Premises, thereby wholly terminating any right, title, interest or claim of or
5 through FGI as to the Premises, the Project Improvements, and all Personal Property located on
6 the Premises, excepting therefrom FGI's Personal Property as defined in Section 23.1.

7 **22.4 Damages and Remedies**

8 **22.4.1** For a breach during the Term, the exercise by either Party of any remedy
9 arising by virtue of an Event of Default shall not be considered exclusive, but either Party may
10 exercise any and all other rights or remedies provided by this Lease or by law or equity. In
11 pursuing remedies, PSA or FGI may elect to sue the other with or without terminating this Lease.
12 The termination of the Term pursuant to this Section 22 shall not extinguish the right of either
13 Party to collect damages including without limitation direct and consequential damages arising
14 from the breach of this Lease by the other Party.

15 **22.4.2** FGI shall be liable for the continued payment of Rent under this Lease
16 accruing up to the end of the Term specified in this Lease notwithstanding the early termination
17 of the Term due to an Event of Default and the reentry of PSA before the normal expiration of
18 the Term. PSA may at any time after termination of this Lease, recover from FGI the worth at
19 that time (discounted to present value at the time of termination) of the excess, if any, of the
20 amount of the Rent reserved in this Lease for the balance of the Term (had such termination not
21 occurred) over the then reasonable rental value of the Premises for the same period. The
22 "reasonable rental value" shall be the amount of rental which PSA can reasonably be expected to
23 obtain as rent for the remaining balance of the Term (to its normal expiration date, excluding
24 unexercised Extension Periods and the Completion Term), had such termination and default not
25 occurred. In addition, FGI shall be liable for and PSA may recover the estimated value of the
26 lost Percentage Rent during the period from the date of early termination of the Term due to an
27 Event of Default to the date of the first Exhibition Hall Event held after such termination which
28 is not held pursuant to an agreement originally between FGI and the holder of that Exhibition
29 Hall Event; provided that FGI shall get credit for all Exhibition Hall Events held during such
30 period, and PSA shall use Reasonable Efforts to mitigate its damages.

1 22.4.3 PSA shall credit against sums owed by FGI the net proceeds, if any, of any
2 reletting or operation of the Premises after deducting PSA's reasonable expenses in connection
3 with the reletting and operation of the Premises. Reasonable expenses shall include but not be
4 limited to repossession costs, brokerage commissions, legal expenses, employee expenses,
5 alteration costs reasonably incurred and other reletting expenses.

6 22.4.4 Nothing in this Section 22 shall relieve PSA of its duty to use Reasonable
7 Efforts to mitigate its damages as required by law.

8 22.5 No Waivers

9 No failure by any Party to insist upon the strict performance of any provision of
10 this Lease or to exercise any right, power or remedy consequent to any breach thereof, and no
11 waiver of any breach, or the acceptance of full or partial Rent during the continuance thereof,
12 shall constitute a waiver of any such breach or of any provision. No waiver of any breach shall
13 affect or alter this Lease, which shall continue in full force and effect, or the rights of any Party
14 hereto with respect to any other then existing or subsequent breach. A waiver must be in writing
15 and signed by the Party to be bound by such waiver.

16 22.6 Performance by PSA of FGI's Defaulted Obligations

17 In case of failure on the part of FGI to pay any money, or do any act to satisfy any
18 of the obligations or covenants which it is required to pay, do, or satisfy under the provisions of
19 this Lease, PSA may, at its option, after ten (10) Business Days' prior written notice to FGI, pay
20 any or all of the sums, or do any or all such acts which require the payment of money, or incur
21 any reasonable expense to remedy the failure of FGI to perform any one or more of the covenants
22 contained in this Lease. FGI shall repay to PSA the sums advanced by PSA on demand together
23 with Default Interest from the date payment is made by PSA. PSA shall not be obligated to so
24 cure any of FGI's defaults; and such right to cure shall be in addition to and not in lieu of any
25 other right or remedy.

26

27 SECTION 23 SURRENDER UPON TERMINATION

28 23.1 FGI's Obligation

29 Upon any termination of this Lease, FGI shall surrender possession of the
30 Premises and Personal Property included in the Premises to PSA in First-Class Condition, except

1 for normal wear and tear, as provided in Section 11.1.2. With respect to personal property of
 2 FGI that is not included in the Personal Property but is located at the Premises, PSA and FGI,
 3 within five (5) days preceding the date of termination of this Lease, shall conduct an inventory of
 4 all personal property claimed by FGI to be FGI's personal property and not included in the
 5 Personal Property ("FGI's Personal Property"). In the event that PSA and FGI disagree about
 6 what is included in FGI's Personal Property, that matter shall be resolved by Dispute Resolution.

7 23.2 FGI's Personal Property

8 Within five (5) Business Days of the completion of the inventory of FGI's
 9 Personal Property, FGI shall identify those items of FGI's Personal Property which FGI is
 10 willing to sell to PSA, for cash based by those items then fair market value. PSA shall have five
 11 (5) Business Days to give FGI notice of the items of FGI's Personal Property, which PSA is
 12 willing to purchase. Within five (5) Business Days after PSA's notice to FGI, FGI shall remove
 13 from the Premises all of the items of FGI's Personal Property which are not being purchased by
 14 PSA. Any dispute as the fair market value of FGI's Personal Property shall be resolved by
 15 Dispute Resolution.

16 23.3 No Rights to Accounts

17 Upon any termination of this Lease, FGI shall have no rights to any funds in the
 18 Naming Rights Account or Capital Improvements Account other than its rights pursuant to
 19 Section 11.5 provided that FGI makes claim within three (3) months of termination of the Lease.
 20

21 SECTION 24 DISPUTE RESOLUTION

22 24.1 Applicability

23 Any dispute (a "Dispute") shall be resolved by dispute resolution in accordance
 24 with this Section 24, to the extent permitted by Laws, except where a Party is expressly
 25 permitted or required to resort to judicial, administrative, or other legal proceedings or other
 26 rights or remedies at law or in equity ("Dispute Resolution"). In the event either Party believes a
 27 Dispute exists, it shall give notice to the other specifying in reasonable detail the nature of such
 28 Dispute. The Parties shall seek in good faith to negotiate a settlement of the Dispute, including,
 29 without limitation, by agreeing to reasonable requests of the other to hold a meeting to discuss
 30 such Dispute.

1 24.2 Designation of Arbitrator

2 If within fifteen (15) days after the effective date of any notice given pursuant to
3 Section 24.1 (a "Dispute Notice") the Parties have been unable to reach a resolution of the
4 Dispute, the Parties shall jointly appoint an arbitrator who is an attorney with at least ten (10)
5 years' substantial experience relevant to the subject matter of the Dispute. If the Parties fail to
6 agree upon an arbitrator within twenty (20) days after the effective date of the Dispute Notice,
7 the Parties shall each designate, by written notice to the other given not later than twenty-five
8 (25) days after the effective date of the Dispute Notice; a representative, who need not be neutral
9 and who is an attorney with at least ten (10) years' substantial experience relevant to the subject
10 matter of the Dispute. If either Party fails to designate a representative within this period, the
11 representative of the Party who met the deadline shall act as arbitrator. If both Parties meet the
12 deadline, the two representatives shall, within ten (10) Business Days after the last of the two
13 representatives is designated, select an arbitrator who is an attorney with at least ten (10) years'
14 substantial experience relevant to the subject matter of the Dispute. If the representatives cannot
15 agree on an arbitrator, the Presiding Judge of the Superior Court for King County, Washington
16 shall, upon application by either Party, select an arbitrator having such qualification. The
17 arbitrator chosen pursuant to this Section 24.2 shall be the sole arbitrator.

18 24.3 Scope of Dispute Resolution

19 In connection with any Dispute Resolution issue (of which there may be more
20 than one in any Dispute Resolution proceeding), each Party may, but need not, submit in writing
21 the specific requested action or decision it wishes to take or make with respect to the Dispute;
22 however, the arbitrator may, but need not, choose one or the other Party's specific requested
23 actions or decisions, or may order any compromise position.

24 24.4 Conduct of Dispute Resolution

25 Except to the extent provided in this Lease, or as the Parties may otherwise agree
26 in writing, any Dispute Resolution proceeding shall be conducted in accordance with the
27 Commercial Arbitration Rules and the Expedited Procedures of the American Arbitration
28 Association ("AAA") then in force. Although the Commercial Arbitration Rules of the AAA
29 shall be used to govern the conduct of the Dispute Resolution, the arbitrator shall be chosen by
30 the procedure described in Section 24.2 and the Dispute Resolution shall not be conducted

1 through the AAA, unless the Parties otherwise agree. For purposes of a Dispute Resolution
2 conducted under this Section 24, whenever the AAA Commercial Arbitration Rules refer to the
3 "tribunal administrator," such reference shall be deemed to be the arbitrator chosen under
4 Section 24.2. The Parties expressly agree that any Dispute Resolution proceeding may proceed
5 in the absence of any Party who, after due notice, fails to be present at such Dispute Resolution
6 or to obtain an adjournment, and that, in such event, an award may be made based solely upon
7 the evidence submitted by the Party who is present. All Dispute Resolution proceedings shall be
8 conducted in Seattle, Washington or in such other location as the Parties may agree. In making
9 any determination, the arbitrator shall apply the pertinent provisions of this Lease without
10 modification or qualification in any respect. The arbitrator shall furnish the Parties with a written
11 decision within thirty (30) days after the date the arbitrator is selected.

12 24.5 Effect on Lease

13 Unless otherwise agreed in writing, during the period that any Dispute Resolution
14 is pending under this Section 24, the Parties shall continue to comply with all terms and
15 provisions of this Lease which are not the subject of the Dispute.

16 24.6 Effect of Determination

17 The decision or award rendered by the arbitrator shall be final, nonappealable, and
18 binding upon the Parties, and judgment may be entered upon it in accordance with applicable law
19 in a court of competent jurisdiction. If the arbitrator determines that an Event of Default has
20 occurred, the provisions of Section 22.4 shall govern the damages and/or other remedies which
21 may be ordered by the arbitrator. Neither the requirement to utilize the procedures set forth in
22 this Section 24, nor the pendency of any Dispute Resolution proceeding, shall in any way
23 invalidate any notices or extend any cure periods provided for in this Lease.

24 24.7 Equitable Proceedings

25 In the event a Party desires to seek interim relief, whether affirmative or
26 prohibitive, in the form of a temporary restraining order, preliminary injunction, or other interim
27 equitable relief with respect to a Dispute, either before or after the initiation of an Dispute
28 Resolution proceeding, that Party may initiate the judicial proceeding necessary to obtain such
29 relief ("Equitable Proceeding"). Nothing in this Section 24.7 shall be construed to suspend or
30 terminate the obligation of the Parties to comply with the procedures set forth in this Section 24

1 with respect to the Dispute that is the subject of such Equitable Proceeding during the pendency
2 of any such Equitable Proceeding, including any appeal or review. Any interim or appellate
3 relief granted in such Equitable Proceeding shall remain in effect until, and only until, the
4 procedures set forth in this Section 24 result in a settlement agreement or a determination by an
5 arbitrator with respect to the Dispute. Such settlement agreement or determination shall be the
6 binding and final determination on the merits of the Dispute (including, without limitation, any
7 equitable relief and monetary damages, but excluding any award of attorneys' fees or costs
8 rendered in the Equitable Proceeding), shall supersede and nullify any decision in the Equitable
9 Proceeding on the merits of the dispute that is the subject of such Equitable Proceeding as
10 between FGI and PSA, and shall preclude any subsequent litigation on such merits,
11 notwithstanding any determination to the contrary in connection with any Equitable Proceeding
12 granting or denying interim relief.

13 24.8 Specific Enforcement

14 24.8.1 FGI acknowledges that the covenants set forth in Sections 7.2, 8.1, 8.5,
15 8.6, 8.7, 8.8 and 8.9 are material and essential elements of the transactions contemplated by this
16 Lease, and that in the event of a FGI default under any of those Sections, PSA may not have an
17 appropriate remedy at law. Accordingly, in addition to its other remedies available at law or in
18 equity, in the event of a breach or threatened breach of any of Sections 7.2, 8.1, 8.5, 8.6, 8.7, 8.8
19 and 8.9, PSA shall be entitled to obtain injunctive relief including specific enforcement from a
20 court of competent jurisdiction, and may elect to bypass Dispute Resolution.

21 24.8.2 PSA acknowledges that the covenants set forth in Sections 19.3 and 25 are
22 material and essential elements of the transactions contemplated by this Lease, and that in the
23 event of a PSA default under any of those Sections, FGI may not have an appropriate remedy at
24 law. Accordingly, in addition to its other remedies available at law or in equity, in the event of a
25 breach or threatened breach of any of Sections 19.3 and 25, FGI shall be entitled to obtain
26 injunctive relief including specific enforcement from a court of competent jurisdiction, and may
27 elect to bypass Dispute Resolution.